

**HIGHWAY WORK PROPOSAL**

Wisconsin Department of Transportation  
 DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

**25**

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Brown	4190-16-71	WISC 2016 485	Ashland Ave, De Pere & Ashwaubenon 8 <sup>th</sup> Street - Lombardi Avenue	STH 32
Brown	4190-16-72	WISC 2016 486	Ashland Ave, De Pere & Ashwaubenon 8 <sup>th</sup> Street - Lombardi Avenue	STH 32

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 Due Date: December 13, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time August 31, 2017	<div style="text-align: center;"> <h1>SAMPLE</h1> <h2>NOT FOR BIDDING PURPOSES</h2> </div>
Assigned Disadvantaged Business Enterprise Goal 4%	

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)

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

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

Notary Seal

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

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

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

**For Department Use Only**

Type of Work Structure B-5-408, Structure B-5-409, Structure B-5-17, Structure B-5-35, excavation common, base aggregate dense, HMA pavement, concrete pavement, storm sewer, concrete curb and gutter, concrete pavement repair, traffic signals, guardrail, permanent signing, pavement marking, and finishing items.	
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:  
<http://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 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. 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 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:  
<http://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 departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, 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<sup>TM</sup> web site.
  2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> 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<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:  
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

Use Expedite<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  3. The diskette or CD ROM is not submitted at the time and place the department designates.

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 4190-16-71 and Project 4190-16-72, Ashland Ave., De Pere & Ashwaubenon, 8<sup>th</sup> Street to Lombardi Avenue, STH 32, Brown County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 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 (20160607)

### **2. Scope of Work.**

The work under this contract shall consist of milling, concrete repair, HMA pavement, base aggregate dense, Structures, B-5-17, B-5-408, B-5-409, MGS guardrail, railroad crossing, erosion control, signing, pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

### **3. Prosecution and Progress.**

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

Provide the 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.

In areas that are open to traffic, do not allow the milled surface to remain exposed for a period greater than 72 hours unless adverse weather prevents placement of the asphalt surface layer. Request permission from the engineer before beginning any milling operations. In the event of adverse weather, resume placement of the asphalt surface layer as soon as conditions permit.

### **Intersection Closures**

The department will allow full closure of segments of the project as described in the Traffic article. Any changes to the limits of the intersection closures as described in the Traffic article and the Traffic Control Staging plans shall be approved by the engineer.

### **Ashwaubenon Creek and Dutchman Creek Structures**

#### **Fish Spawning**

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

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

#### **Migratory Birds**

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

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

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

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). 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 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.

### **Failure to Open Roadway**

#### **Liquidated Damages**

If the contractor fails to complete the work necessary to reopen STH 32 for Lambeau Field events as noted in the Special Events article below, the department will assess the contractor \$2,000 in liquidated damages for each hour that the roadway remains not fully open to traffic. An entire hour will be charged for any period of time that the road remains closed beyond the time specified in the Special Events article below. Hourly damages will be assessed under the administrative item 801.0104 Failing to Open Road to Traffic.

Complete construction operations on STH 32 for Ashwaubenon Creek Structures B-5-408 and B-5-409 to the stage necessary to fully reopen the roadway to through traffic prior to 12:01 AM August 4, 2017. If the contractor fails to complete the work necessary to reopen STH 32 to through traffic prior to 12:01 AM August 4, 2017, the department will assess the contractor \$10,000.00 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 4, 2017. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

### **Special Events**

#### **Lambeau Field Events**

All lanes of WIS 32 shall be fully open to traffic for both northbound and both southbound lanes throughout the entire project limits for Lambeau Field events with an expected attendance of 30,000 or greater starting 5 hours prior to scheduled start time to 8 hours after this start time.

## **Brown County Fair**

All lanes of WIS 32 shall be fully open to traffic for both northbound and southbound lanes between Glory Road and Pilgrim Way between Wednesday, August 16, 2017 and Sunday, August 20, 2017 during the following times:

- 3:00 PM and 11:59 PM on Wednesday, August 16, 2017;
- 3:00 PM and 11:59 PM on Thursday, August 17, 2017;
- 3:00 PM and 11:59 PM on Friday, August 18, 2017;
- 12:00 AM and 11:59 PM on Saturday, August 19, 2017;
- 12:00 AM and 11:59 PM on Sunday, August 20, 2017.

## **4. Traffic.**

### **General**

STH 32 will be detoured during the construction of Ashwaubenon Creek structures and the railroad crossing reconstruction. STH 32 shall remain open to local traffic during the detour. Traffic may be reduced to a single lane, in each direction, only when work is being performed.

All side roads must have one lane access provided at all times on a minimum of base aggregate dense. The base aggregate dense condition is allowed for a maximum of a 24-hour period.

Temporary asphalt must be placed when there are drop offs 2-inches or greater, within 18 feet of the travel way each night or when there are no operations present. Potential drop offs include between driving lanes, between driving lanes and shoulders, and between driving lanes and adjacent intersecting roadways or driveways.

Maintain access to businesses/residences and emergency services at all times. If interference becomes unavoidable during construction operations, contact owners to seek alternatives to access. Notify businesses and private residents at least 48 hours prior to restricting access for construction. Closures of access to businesses shall be limited to a maximum of 1 hour.

Notify the City of De Pere, City of Green Bay, and Village of Ashwaubenon two weeks prior to the closure of local roads. The City of De Pere, City of Green Bay, and Village of Ashwaubenon will be responsible for any local road detours.

The following is a general overview of the traffic control and staging required throughout all stages of the project. Accomplish the construction sequence, including the associated traffic control as detailed in the Traffic Control section of the plans, and as described in the Traffic article.

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 or as described in construction staging.

Submit a detailed traffic control plan to the engineer for approval if different than the traffic control plan provided in the plan set. Submit this plan ten days prior to the pre-construction conference.

Submit all traffic control change requests to the engineer at least 3 working days prior to an actual traffic control change. A request does not constitute approval.

### **Construction Staging:**

#### **Stage 1**

- Close STH 32 from Glory Road roundabout to the south side of Hansen Road. Hansen Road intersection shall remain open to traffic.
- Close Parkview Road intersection at STH 32 for both eastbound and westbound traffic.
- Close Baeten Road intersection at STH 32 south of Baeten Road. Baeten Road intersection shall remain open for traffic from Baeten Road travelling onto northbound STH 32 and for southbound traffic on STH 32 to travel westbound on Baeten Road.
- Construct resurfacing of asphalt on northbound lanes from 29+00NB to 54+00NB and on southbound lanes from 31+00SB to 54+00SB.
- Complete all pavement marking on northbound lanes from 29+00NB to 54+00NB. Complete all pavement marking on southbound lanes from 29+00SB to 54+00SB.

#### **Stage 2**

- Close STH 32 from north side of Parkview Road to south side of Hansen Road. STH 32 and Parkview Road intersection and STH 32 and Hansen Road intersection shall remain open to traffic.
- Close STH 32 and Lombardi Avenue intersection. Close STH 32 from south side of Victory Boulevard to north side of Mike McCarthy Way.
- Close Baeten Road intersection at STH 32. Access shall remain open to the Ashland Frontage Road.
- Construct resurfacing of asphalt on northbound lanes from 63+00NB to 86+00NB and from 178+50NB to 195+00NB. Construct resurfacing of asphalt of southbound lanes from 63+00SB to 86+00SB and from 178+50SB to 195+80SB.
- Complete installation of monotubes, traffic signals and all appurtenant construction at intersection of STH 32 and Lombardi Avenue. Traffic signals shall be fully operational prior to opening STH 32 and Lombardi Avenue intersection to traffic.
- Complete all pavement marking on northbound lanes from 63+00NB to 86+00NB and from 178+50NB to 195+00NB. Complete all pavement marking on southbound lanes from 63+00SB to 86+00SB and from 178+50SB to 195+80SB.
- Complete railroad crossing replacement and associated work.

### **Stage 3**

- Maintain closure of STH 32 from north side of Parkview Road to south side of Hansen Road from Stage 2. STH 32 and Parkview Road intersection and STH 32 and Hansen Road intersection shall remain open to traffic.
- Close STH 32 and Mike McCarthy Way intersection. Close STH 32 from south side of Lombardi Avenue to north side of Cormier Road.
- Close Baeten Road intersection at STH 32 south of Baeten Road. Baeten Road intersection shall remain open for traffic from Baeten Road travelling onto northbound STH 32 and for southbound traffic on STH 32 to travel westbound on Baeten Road.
- Close Morris Avenue intersection at STH 32. Access shall remain open to the Ashland Avenue frontage road.
- Construct resurfacing of asphalt on northbound lanes from 144+50NB to 178+50NB. Construct resurfacing of asphalt of southbound lanes from 144+50SB to 178+50SB.
- Complete concrete replacement work on Mike McCarthy Way at east side of intersection of STH 32 and Mike McCarthy Way.
- Complete installation of monotubes, traffic signals and all appurtenant construction at intersection of STH 32 and Mike McCarthy Way. Traffic signals shall be fully operational prior to opening STH 32 and Mike McCarthy Way intersection to traffic.
- Complete all pavement marking on northbound lanes from 144+50NB to 178+50NB. Complete all pavement marking on southbound lanes from 144+50NB to 178+50NB.

### **Stage 4**

- Maintain closure of STH 32 from north side of Parkview Road to south side of Hansen Road from Stage 2. STH 32 and Parkview Road intersection and STH 32 and Hansen Road intersection shall remain open to traffic.
- Close STH 32 and Cormier Road intersection. Close STH 32 from south side of Mike McCarthy Way to north side of Pilgrim Way.
- Close Baeten Road intersection at STH 32 south of Baeten Road. Baeten Road intersection shall remain open for traffic from Baeten Road travelling onto northbound STH 32 and for southbound traffic on STH 32 to travel westbound on Baeten Road.
- Close Willard Drive intersection at STH 32.
- Construct resurfacing of asphalt on northbound lanes from 122+50NB to 144+50NB. Construct resurfacing of asphalt of southbound lanes from 122+50SB to 144+50SB.
- Complete concrete replacement work on Cormier Road at west side of intersection of STH 32 and Cormier Road.
- Complete installation of monotubes, traffic signals and all appurtenant construction at intersection of STH 32 and Cormier Road. Traffic signals shall be fully operational prior to opening STH 32 and Cormier Road intersection to traffic.

- Complete guardrail replacement on northbound outside from 124+16NB to 130+70NB; on southbound outside from 125+87SB to 131+26SB.
- Complete all pavement marking on northbound lanes from 122+50NB to 144+50NB. Complete all pavement marking on southbound lanes from 122+50NB to 144+50NB.

#### **Stage 5**

- Maintain closure of STH 32 from north side of Parkview Road to south side of Hansen Road from Stage 2. STH 32 and Parkview Road intersection and STH 32 and Hansen Road intersection shall remain open to traffic.
- Close STH 32 and Pilgrim Way intersection. Close STH 32 from south side of Cormier Road to north side of Tennis Court.
- Close Baeten Road intersection at STH 32 south of Baeten Road. Baeten Road intersection shall remain open for traffic from Baeten Road travelling onto northbound STH 32 and for southbound traffic on STH 32 to travel westbound on Baeten Road.
- Close Willard Drive intersection at STH 32.
- Access shall be provided to Tennis Court for traffic travelling northbound on STH 32.
- Construct resurfacing of asphalt on northbound lanes from 116+00NB to 122+50NB. Construct resurfacing of asphalt of southbound lanes from 116+00SB to 122+50SB.
- Complete installation of monotubes, traffic signals and all appurtenant construction at intersection of STH 32 and Pilgrim Way. Traffic signals shall be fully operational prior to opening STH 32 and Pilgrim Way intersection to traffic.
- Complete all pavement marking on northbound lanes from 116+00NB to 122+50NB. Complete all pavement marking on southbound lanes from 116+00NB to 122+50NB.

#### **Stage 6**

- Close STH 32 and Hansen Road intersection. Close STH 32 from south side of Vanderperren Way to north side of Parkview Road.
- Close Baeten Road intersection at STH 32. Access shall remain open to the Ashland Frontage Road.
- Construct resurfacing of asphalt on northbound lanes from 86+00NB to 100+25NB. Construct resurfacing of asphalt of southbound lanes from 86+00SB to 100+25SB.
- Complete installation of monotubes, traffic signals and all appurtenant construction at intersection of STH 32 and Pilgrim Way. Traffic signals shall be fully operational prior to opening STH 32 and Pilgrim Way intersection to traffic.
- Complete all pavement marking on northbound lanes from 86+00NB to 100+25NB. Complete all pavement marking on southbound lanes from 86+00SB to 100+25SB.

#### **Stage 7**

- Close STH 32 and Vanderperren Way intersection. Close STH 32 from south side of Pilgrim Way to north side of Hansen Road.
- Close Tennis Court intersection at STH 32.

- Construct resurfacing of asphalt on northbound lanes from 100+25NB to 116+00NB. Construct resurfacing of asphalt of southbound lanes from 100+25SB to 116+00SB.
- Complete installation of monotubes, traffic signals and all appurtenant construction at intersection of STH 32 and Pilgrim Way. Traffic signals shall be fully operational prior to opening STH 32 and Pilgrim Way intersection to traffic.
- Complete guardrail replacement on northbound outside from 109+14NB to 113+17NB; in median from 110+02NB to 113+18NB; on southbound outside from 110+42SB to 112+81SB.
- Complete all pavement marking on northbound lanes from 100+25NB to 116+00NB. Complete all pavement marking on southbound lanes from 100+25SB to 116+00SB.

### **Other Construction**

- Complete bridge removal B-5-16 and B-5-34 between Stage 1 and Stage 6.
- Complete bridge construction of B-5-408 and B-5-409 between Stage 1 and Stage 6.
- After bridge construction of B-5-408 and B-5-409 is completed and prior to opening bridges to traffic complete guardrail replacement on northbound outside from 54+40NB to bridge structure; on northbound inside from 56+66NB to bridge structure; on southbound outside from 55+64SB to bridge structure and from bridge structure to 63+14SB; on southbound inside from bridge structure to 63+02SB.
- Complete wingwall replacement of box culvert B-5-35.

Prior to the erection of traffic signal poles and monotube arms, the contractor shall arrange and conduct a meeting between the contractor, the department, and on site project leader to coordinate traffic control requirements and restrictions for the installation of poles and monotube arms over live traffic lanes. Installation of poles, monotube arms and traffic signal modifications shall occur only during off-peak periods unless approved by the engineer.

### **Lane Restrictions**

Single lane closures on WIS 32 within the project limits are permitted Monday through Friday from 12:00AM to 3:00PM, Monday through Friday from 6:00PM to 11:59PM, and Saturday through Sunday all day.

### **Portable Changeable Message Signs**

Portable Changeable Message Signs shall be operating seven days prior to start of construction.

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-7165 (secondary contact number is (920) 492-7719) 3 business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.



### 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')	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Full 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')	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
System and service 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.

108-057 (20160607)

## 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 32 and I-41 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Friday, June 30, 2017 to 6:00 AM Wednesday, July 5, 2017 for Independence Day;
- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day;
- Lambeau Field Events: No lane restrictions are allowed 5 hours prior to and until 8 hours after the scheduled start time of the event.

107-005 (20050502)

## 6. Utilities.

### **Project 4190-16-71**

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

107-065 (20080501)

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

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

When interpreting the term “working days” within the “Utilities” article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.

**ANR Pipeline Company** has a 16-inch high pressure **gas** pipeline that parallels STH 32 from Station 28+87NB (RT) – 87+50NB (RT). No conflicts are anticipated.

Arrange for an observer to be on site during the construction of the railroad crossing gate at Station 78+25NB by notifying ANR Pipeline Company 5 working days prior to beginning said construction.

Coordinate with Matt Hischke, (715) 758-3345, (715) 460-4042, or [matthew\\_hischke@transcanada.com](mailto:matthew_hischke@transcanada.com)) during construction.

**Ashwaubenon Water and Sewer Utility** has **sanitary** sewer facilities throughout the project limits. No conflicts are anticipated.

Ashwaubenon Water and Sewer Utility will adjust manholes to match the new finished pavement elevation during construction. Notify Ashwaubenon Water and Sewer Utility 3 working days in advance to have manholes adjusted.

Coordinate with Doug Martin, (920) 492-2335, (920) 680-6085, or [dmartin@ashwaubenon.com](mailto:dmartin@ashwaubenon.com)) during construction.

**Ashwaubenon Water and Sewer Utility** has **watermain** facilities throughout the project limits and a 24-inch water transmission main facility throughout the project limits. No conflicts are anticipated.

Ashwaubenon Water and Sewer Utility will adjust valve boxes to match the new finished pavement elevation during construction. Notify Ashwaubenon Water and Sewer Utility 3 working days in advance to have valve boxes adjusted.

Coordinate with Doug Martin, (920) 492-2335, (920) 680-6085, or [dmartin@ashwaubenon.com](mailto:dmartin@ashwaubenon.com)) during construction.

**AT&T Wisconsin** has a buried 6 duct package **fiber optic** facility that crosses STH 32 at Station 87+25NB and a buried fiber facility that crosses STH 32 at Station 193+50NB. No conflicts are anticipated.

Coordinate with Joe Kassab, (920) 735-3206, (920) 202-4002, or [jk572k@att.com](mailto:jk572k@att.com)) during construction.

**American Transmission Company** has overhead 69kV and 138 kV **electric** transmission facilities along the left side for the entire project limits. No conflicts are anticipated.

Coordinate with Doug Vosberg, (608) 877-7650 or [dvosberg@atcllc.com](mailto:dvosberg@atcllc.com)) during construction.

**Brown County Technology Services** has a buried **communication** facility crossing at Station 143+00NB. No conflicts are anticipated.

Coordinate with Dan Becker, (920) 393-3492 or [dbecker@mcae.biz](mailto:dbecker@mcae.biz)) during construction.

**City of De Pere** has a 6-inch ductile iron **watermain** crossing STH 32 at Stations 44+30NB and 44+30SB that will be discontinued in place. The City of De Pere will install a new 12-inch PVC watermain crossing STH 32 at Stations 44+30NB and 44+30SB by open cutting method during the Stage 1 road closure. Coordinate this work by notifying the City of De Pere 14 days prior to the Stage 1 road closure. This work is anticipated to take 14 working days to complete within the Stage 1 road closure of this contract and an additional 14 working days to complete the work outside of the roadway.

Coordinate with Eric Rakers, (920) 339-4061, (920) 639-1000, or [erakers@mail.de-pere.org](mailto:erakers@mail.de-pere.org)) during construction.

**City of Green Bay** has **sanitary** sewer that crosses STH 32 at Station 192+34NB. No conflicts are anticipated.

Coordinate with Kristin Romanowicz, (920) 680-3529 or [kristinro@greenbaywi.gov](mailto:kristinro@greenbaywi.gov)) during construction.

**Green Bay Metropolitan Sewerage District (GBMSD)** has **sanitary** sewer facilities throughout the project limits. A 12-inch force main is located on the right side of STH 32 from Stations 29+00NB – 44+00NB. A 20-inch force main, dual 10-inch force main, and a fiber optic cable in 1.5-inch conduit is located at the center of STH 32 from Stations

64+00NB (LT) – 118+50NB (LT), along the right side from Stations 118+50NB – 131+00NB, and at the center of STH 32 from Stations 131+00NB (LT) – 194+98NB (LT). There is a 36-inch sanitary sewer crossing STH 32 at Station 58+95NB.

Tracer wire access boxes located in the median of STH 32 will be adjusted to finished grade at the following Stations:

- 103+10
- 107+00
- 108+45
- 108+50

Notify GBMSD 14 working days in advance to have tracer wire access boxes adjusted.

Arrange for an observer to be on site during the construction of Structure B-5-35 by notifying GBMSD 5 working days prior to performing said construction.

GBMSD will fit hardware replacement in the median at Station 108+40NB (24' LT) and Station 108+55NB (40' LT) during construction to minimize lane restrictions along Ashland Avenue. Coordinate this work by notifying GBMSD ten working days prior to beginning construction. This work is anticipated to be completed in two working days.

Coordinate with Rob Reinhart, (920) 438-1035, (920) 619-4917, or [rreinhart@newwater.us](mailto:rreinhart@newwater.us)) during construction.

**Net Lec LLC** has buried **communication** facilities crossing STH 32 at Stations 86+50NB and 193+50NB. No conflicts are anticipated.

Coordinate with Dennis LaFave, (920) 619-9774 or [dlafave@mi-tech.us](mailto:dlafave@mi-tech.us)) during construction.

**Schneider National** has buried **communication** facilities crossing STH 32 at Station 63+50NB and Station 88+50NB. No conflicts are anticipated

Coordinate with Joel Mikulsky, (920) 393-3492 Ext. 701, (920) 676-0494, or [jmikulsky@mcae.biz](mailto:jmikulsky@mcae.biz)) during construction.

**TDS Metrocom** has buried **communication** facilities from Stations 29+00NB (RT) – 64+00NB (RT). No conflicts are anticipated.

Coordinate with Steve Jakubiec, (920) 882-4166 or [steve.jakubiec@tdstelecom.com](mailto:steve.jakubiec@tdstelecom.com)) during construction.

**Time Warner Cable** has overhead **communication** facilities within the project limits and buried communication facilities crossing STH 32 at approximate Stations 119+00NB and 192+00NB. No conflicts are anticipated.

Coordinate with Vince Albin, (920) 831-9249, (920) 378-0444, or [vince.albin@charter.com](mailto:vince.albin@charter.com)) during construction.

**US Signal Company LLC** has an overhead **communication** facility crossing STH 32 at Station 142+35. No conflicts are anticipated.

Coordinate with Rick Andricks, (614) 483-6350 or [randricks@tkns.net](mailto:randricks@tkns.net)) during construction.

**Windstream KDL, Inc.** has buried **communication** facilities in the east side of the railroad right of way throughout the project limits and crosses STH 32 at Stations 87+16NB and 192+00NB. No conflicts are anticipated.

Coordinate with Dennis Ruess, (608) 512-5587 or [Dennis.Ruess@windstream.com](mailto:Dennis.Ruess@windstream.com)) during construction.

**Wisconsin Public Service Corporation** has overhead and buried **electric** facilities throughout the project limits. No conflicts are anticipated.

Coordinate with Randy Steier, (920) 617-5167, (920) 655-1596, or [rdsteier@wisconsinpublicservice.com](mailto:rdsteier@wisconsinpublicservice.com)) during construction.

**Wisconsin Public Service Corporation** has **gas** main facilities on the left side throughout the project limits. No conflicts are anticipated.

Arrange for an observer to be on site during the concrete surface repair for structure B-5-17 by contacting Wisconsin Public Service 3 working days prior to said repair.

Coordinate with David Czarnecki, (920) 617-5132 or [dfczarnecki@wisconsinpublicservice.com](mailto:dfczarnecki@wisconsinpublicservice.com)) during construction.

### **Project 4190-16-72**

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

107-065 (20080501)

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

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

When interpreting the term “working days” within the “Utilities” article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.

**ANR Pipeline Company** has a 16 inch high pressure **gas** pipeline from Stations 59+61 (RT) – 60+78 (RT). No conflicts are anticipated. Arrange for an observer to be on site during the placement of the riprap on the right side by notifying ANR Pipeline Company 5 working days prior to beginning said placement.

Coordinate with Matt Hischke, (715) 758-3345, (715) 460-4042, or [matthew\\_hischke@transcanada.com](mailto:matthew_hischke@transcanada.com)) during construction.

**American Transmission Company** has overhead 69kV and 138 kV **electric** transmission facilities along the left side for the entire project limits. No conflicts are anticipated.

Coordinate with Doug Vosberg, (608) 877-7650 or [dvosberg@atellc.com](mailto:dvosberg@atellc.com)) during construction.

**GBMSD** has a 36-inch **sanitary** sewer facility that crosses STH 32 at Station 59+00NB and a 30-inch sanitary sewer facility along the left side of the project. No conflicts are anticipated.

Coordinate with Rob Reinhart, (920) 438-1035, (920) 619-4917, or [rreinhart@newwater.us](mailto:rreinhart@newwater.us)) during construction.

**TDS Metrocom** has buried **communication** facilities on the right side for the entire project limits. No conflicts are anticipated.

Coordinate with Steve Jakubiec, (920) 882-4166 or [steve.jakubiec@tdstelecom.com](mailto:steve.jakubiec@tdstelecom.com)) during construction.

**Wisconsin Public Service Corporation** has overhead **electric** facilities on the left side throughout the project limits. No conflicts are anticipated.

Coordinate with Randy Steier, (920) 617-5167, (920) 655-1596, or [rdsteier@wisconsinpublicservice.com](mailto:rdsteier@wisconsinpublicservice.com)) during construction.

**Wisconsin Public Service Corporation** has **gas** main facilities on the left side throughout the project limits. No conflicts are anticipated.

Coordinate with David Czarnecki, (920) 617-5132 or [dfczarnecki@wisconsinpublicservice.com](mailto:dfczarnecki@wisconsinpublicservice.com)) during construction.

## **7. Other Contracts.**

The following other contracts will be in progress concurrently with the work under this contract:

Project 4085-42-71, 8<sup>th</sup> Street, City of De Pere, Brown County. Under this contract 8<sup>th</sup> Street will be reconstructed from Main Avenue to the roundabout at WIS 32 (Ashland Avenue). These projects are scheduled for 2017 with completion in 2017. Project 4190-16-71/72 will set and maintain the detour that will also be used concurrently for Project 4085-42-71. WIS 32 (8<sup>th</sup> Street) is expected to be completed after Ashland Avenue. Coordinate project schedules including the completion date for 8<sup>th</sup> Street.

## **8. Work by Others.**

On STH 32 at the intersections with Lombardi Ave, Potts Ave, Cormier Road, Pilgrim Way, Vanderperren Way and Hansen Road, the Wisconsin Department of Transportation Northeast Region Electrical Unit will perform the following work:

- Furnish monotube poles, arms, and steel luminaire arms.
- Terminate all cables and wire in the existing traffic signal cabinet.

## **9. Railroad Insurance and Coordination.**

### **A Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd. (d/b/a Canadian National) property and any existing tracks.

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

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

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works at 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2507; email [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca). Include the following information on the insurance document:

Project: 9190-16-71

Route Name: STH 32, Ashland Ave, 8<sup>th</sup> St. – Lombardi Ave.

Crossing ID: 180082D

Railroad Subdivision: Fox River, Ashwaubenon Lead Track

Railroad Milepost: 238.83

### **A.2 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. Replace

the railroad crossing surface. The railroad will be installing railroad signals during or more likely after this project is complete.

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

Contact Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2507; email [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca) for consultation on railroad requirements during construction.

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 24002 Vreeland Road, Flat Rock, MI, 48134; TELEPHONE (734) 783-4533 (no FAX number); email [maryellen.carmody@cn.ca](mailto:maryellen.carmody@cn.ca) for flagging arrangements. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project.

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

### **A.4 Temporary Grade Crossing**

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

### **A.5 Train Operation**

Approximately two through freight trains operate daily through the construction site about 3 days per week. Through freight trains operate at up to 10 mph.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Andrew Fulcer at (920) 362-6126.  
107-054 (20080901)

## **11. Erosion Control.**

*Supplement standard spec 107.20 as follows:*

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.



Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, mulch and any other permanent erosion control measures required, within seven calendar days after the placement of topsoil.

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

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

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.  
107-070 (20030820)

## **13. Environmental Protection, Aquatic Exotic Species Control.**

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels 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](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 exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested 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.

107-055 (20130615)

#### **14. Environmental Protection, Decontamination of Construction Equipment.**

Exotic invasive organisms such as 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 30.715, “Placement of Boats, Trailers, and Equipment 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. The cleaning procedures outlined below must be followed for equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

All equipment that has come into contact with potentially infested material must be thoroughly disinfected before use in this project. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources) for disinfection:

- Wash machinery so that it is free of soils, etc. that could possibly contain exotic invasive species prior to leaving the contaminated site;
- Drain all water from boats, 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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.  
(NER11-0608)

## **15. Environmental Protection, Dewatering.**

*Supplement standard spec 107.18 as follows:*

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Management Technical Standards, Dewatering Code #1061 and Sedimentation Basins #1064. The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

## **16. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found, Structure B-5-16.**

John Roelke, License Number All-119523, inspected Structure B-5-16 for asbestos on January 7, 2013. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Andy Fulcer, (920) 492-5664.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jennifer Gibson, (920) 492-4160 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-5-16, STH 32 over Ashwaubenon Creek
- Site Address: 0.3 miles north of Parkview Road
- Ownership Information: WisDOT Transportation Northeast Region, 944 Vanderperren Way, Green Bay, WI 54304
- Contact: Andy Fulcer
- Phone: (920) 492-5664
- Age: 64 years old. This structure was constructed in 1952.
- Area: 977 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

## **17. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found, Structure B-5-34.**

John Roelke, License Number All-119523, inspected Structure B-5-34 for asbestos on January 7, 2013. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Andy Fulcer, (920) 492-5664.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jennifer Gibson, (920) 492-4160 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-5-34, STH 32 over Ashwaubenon Creek
- Site Address: 0.3 miles north of Parkview Road
- Ownership Information: WisDOT Transportation Northeast Region, 944 Vanderperren Way, Green Bay, WI 54304
- Contact: Andy Fulcer
- Phone: (920) 492-5664
- Age: 61 years old. This structure was constructed in 1956.
- Area: 977 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

**18. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found, Structure B-5-17.**

John Roelke, License Number All-119523, inspected Structure B-5-17 for asbestos on January 7, 2013. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Andy Fulcer, (920) 492-5664.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jennifer Gibson, (920) 492-4160 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-5-17, STH 32 over Dutchman Creek
- Site Address: 0.2 miles north of Pilgrim Way
- Ownership Information: WisDOT Transportation Northeast Region, 944 Vanderperren Way, Green Bay, WI 54304
- Contact: Andy Fulcer
- Phone: (920) 492-5664
- Age: 64 years old. This structure was constructed in 1952.
- Area: Remove wingwalls

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

**19. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found, Structure B-5-35.**

John Roelke, License Number All-119523, inspected Structure B-5-35 for asbestos on January 7, 2013. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Andy Fulcer, (920) 492-5664.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jennifer Gibson, (920) 492-4160

and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-5-35, STH 32 over Dutchman Creek
- Site Address: 0.2 miles north of Pilgrim Way
- Ownership Information: WisDOT Transportation Northeast Region, 944 Vanderperren Way, Green Bay, WI 54304
- Contact: Andy Fulcer
- Phone: (920) 492-5664
- Age: 60 years old. This structure was constructed in 1956.
- Area: Remove wingwalls

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

## **20. Public Convenience and Safety.**

*Revise standard spec 107.8(6) as follows:*

Check for and comply with local ordinances governing the hours of operation of construction equipment.

Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer when work is performed in the City of De Pere. The contractor shall obtain a variance from the City of De Pere if motorized construction equipment is to be operated in the restricted timeframe.

Do not operate motorized construction equipment from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer when work is performed in the Village of Ashwaubenon. The contractor shall obtain a variance from the Village of Ashwaubenon if motorized construction equipment is to be operated in the restricted timeframe.

Work performed by the contractor within the City of Green Bay shall limited to working Monday through Friday, 7:00 AM to dusk. The engineer must approve all work on weekends and holidays at least 72 hours in advance. The contractor shall obtain a variance from the City of Green Bay if motorized construction equipment is to be operated in the restricted timeframe.

## **21. Coordination with Businesses.**

The contractor shall arrange and conduct a meeting 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. Hold the first meeting at least one week prior to the start of work under this contract and hold one meeting per month thereafter. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The contractor will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications.

108-060 (20141107)

## **22. Protection of Concrete.**

*Supplement standard spec 415.3.14 as follows:*

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.  
(NER11-0127)

## **23. Removing Old Structure Over Waterway With Minimal Debris Station 60+25NB, Item 203.0600.S.01.**

Conform to standard spec 203 as modified in this special provision.

*Add the following to standard spec 203:*

### **203.3.6 Removals Over Waterways and Wetlands**

#### **203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris**

- (1) Remove the existing Structure B-5-34 over the Ashwaubenon Creek in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.

- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
  - Methods and schedule to remove the structure.
  - Methods to control potentially harmful environmental impacts.
  - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
  - Methods to control dust and contain slurry.
  - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

*Add the following Removing Old Structure bid item to standard spec 203.5.1:*

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.01	Removing Old Structure Over Waterway With Minimal Debris Station 60+25NB	LS

203-020 (20080902)

## **24. Removing Old Structure Over Waterway With Minimal Debris Station 60+25SB, Item 203.0600.S.02.**

Conform to standard spec 203 as modified in this special provision.

*Add the following to standard spec 203:*

### **203.3.6 Removals Over Waterways and Wetlands**

#### **203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris**

- (1) Remove the existing Structure B-5-16 over the Ashwaubenon Creek in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:



- Methods and schedule to remove the structure.
  - Methods to control potentially harmful environmental impacts.
  - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
  - Methods to control dust and contain slurry.
  - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

*Add the following Removing Old Structure bid item to standard spec 203.5.1:*

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.02	Removing Old Structure Over Waterway With Minimal Debris Station 60+25SB	LS

## **25. QMP Base Aggregate.**

### **A Description**

#### **A.1 General**

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

## **A.2 Contractor Testing for Small Quantities**

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:
  1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
  2. Divide the aggregate into uniformly sized sublots for testing as follows:

<b>Plan Quantity</b>	<b>Minimum Required Testing</b>
$\leq 1500$ tons	One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 1500$ tons and $\leq 6000$ tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 6000$ tons and $\leq 9000$ tons	Three placement tests <sup>[2] [3]</sup>

- <sup>[1]</sup> If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
  - <sup>[2]</sup> For 3-inch material, obtain samples at load-out.
  - <sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
  4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

### **B.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) 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 each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

## B.2 Personnel

- (1) Have personnel certified under the department's highway technician certification program (HTCP) perform sampling, testing, and documentation as follows:

Required Certification Level:	Sampling or Testing Roles:
Aggregate Technician IPP Aggregate Sampling Technician Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling <sup>[1]</sup>
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

<sup>[1]</sup> Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

- (2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

## B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388

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

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

### **B.4.1 General**

- (1) Submit base aggregate placement documentation to the engineer within 10 business days after completing base placement. Ensure that the submittal is complete, neatly organized, and includes applicable project records and control charts.

### **B.4.2 Records**

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

### **B.4.3 Control Charts**

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  1. Contractor individual QC tests.
  2. Department QV tests.
  3. Department IA tests.
  4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

## **B.5 Contractor Testing**

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
 Gradation..... AASHTO T 27  
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.

- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

### **B.6.3 Liquid Limit and Plasticity**

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- (2) Ensure the material conforms to the limits specified in standard spec table 301-2.

## **B.7 Corrective Action**

### **B.7.1 General**

- (1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit. Document all corrective actions both in the project records and on the appropriate control chart.

### **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 General**

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

### **B.8.2 Verification Testing**

#### **B.8.2.1 General**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

#### **B.8.3 Independent Assurance**

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review

according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Reviewing required worksheets and control charts.
  6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

### **B.9 Dispute Resolution**

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

### **C (Vacant)**

### **D (Vacant)**

### **E Payment**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this 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.



- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20151210)

## **26. Base Aggregate Dense 1¼-Inch for Lower Base Layers.**

*Replace standard spec 305.2.2.1(2) with the following:*

1. Use 1¼-inch base throughout the full base depth.
2. Use ¾-inch base in the top 3 inches of the unpaved portion of shoulders. Use ¾-inch base or 1¼-inch base elsewhere in shoulders.

305-020 (20080902)

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

### **A Description**

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

### **B (Vacant)**

### **C Construction**

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

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

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

#### **C.2 Reheating Joints**

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

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

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

**D Measurement**

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

**E Payment**

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

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

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

460-015 (20140630)

**28. QMP HMA Pavement Nuclear Density.****A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

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

**B Materials****B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.

- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

## **B.2 Testing**

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

## **B.3 Equipment**

### **B.3.1 General**

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

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

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

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

- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

#### **B.3.2.2 Correlation Monitoring**

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

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

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

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

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

- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

**Table 1**

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

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

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

**Table 2**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

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

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

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

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

## **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.

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

## **B.7 Acceptance**

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

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

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

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

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

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

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

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

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



- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
  - (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
  - (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
- 460-020 (20100709)

## **29. Traffic Control.**

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

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

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

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

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

Cover existing signs which conflict with traffic control as directed by the engineer.

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

Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.

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

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

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

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

(NER09-1119)

### **30. Salvaged Rail.**

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

Brown County forces will pick up guardrail and associated parts. Cutting of rail panels is not permitted.

Give two days advance notice to Brown County before starting the beam guard removal work to coordinate pickup arrangements. Contact Brown County at (920) 662-2166.

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

(NER11-0127)

### **31. HMA Pavement Percent Within Limits QMP.**

#### **A Description**

This special provision describes the data collection, statistical analysis, and procedure used for determination of pay adjustments for HMA pavement using Percent Within Limits (PWL) specification methodology. Pay adjustments will be made for the properties of air voids and density.

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

The Quality Management Program (QMP) detailed in standard spec 460.2.8 is supplemented by this article.

## **B Materials**

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each type of mix required for the project unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip.

*Replace standard spec 460.2.8.2.1.3.1 for contracts with 5000 Tons of Mixture or Greater with the following Contracts under Percent Within Limits to require a 3-way split, modify retained sample procedure, add ignition oven for AC determination for information, and modify lot and subplot sizes:*

### **460.2.8.2.1.3.1 Contracts under Percent within Limits**

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

(2) Obtain random samples and perform tests according to Appendix A Test Methods & Sampling for PWL QMP HMA Pavements. Obtain HMA mixture samples from trucks at the plant. The QV-split acts as the QC sample for a subplot where a QV sample is taken. For the subplot in which a QV sample is collected, the QC sample shall be discarded, and the QC team shall test the QV-split in its place.

(3) The department will retain the split portion(s) of the contractor HMA mixture and blended aggregate samples. The department will take possession of retained samples collected to date each day QV samples are collected. Samples shall be labeled in accordance with Appendix A. Additional handling instructions for retained samples are found in CMM 8-36.

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

Blended aggregate gradations:

- Field extraction by CMM 8-36 WisDOT Test Method or ignition oven according to AASHTO T 308.
- Asphalt content (AC) in percent
- AC by calculation.
- AC by nuclear gauge reading, optional.
- AC by inventory, optional.
- AC by ignition oven according to AASHTO T 308 (required, but informational only)
- Bulk specific gravity of the compacted mixture according to AASHTO T166.
- Maximum specific gravity according to AASHTO T209.
- Air voids ( $V_a$ ) by calculation according to AASHTO T269.
- VMA by calculation according to AASHTO R35.

(5) Test each design mixture at a frequency of 1 test per 750 tons of mixture produced and placed on the project. Add a random sample for any fraction of 750 tons at the end of a project. Lot size will consist of 3750 tons with sublots of 750 tons. Partial lots with less than three subplot tests shall be included into the previous lot. Lots for PWL Air voids may include

areas other than the main travel lane which may include shoulders, bypass/turn lanes, etc. as specified in the plan. Lot sizes for PWL Density and PWL Air Voids will not match in size.

<sup>(6)</sup> Also conduct field tensile strength ratio tests according to ASTM D4867 on all mixtures requiring an antistripping additive. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are either below the spec limit or less than the mixture design JMF percentage value by 20 or more, notify the engineer. The engineer and contractor will jointly determine a corrective action.

*Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6*

*Replace standard spec 460.2.8.2.1.7 Corrective Action with the following to add stop criteria and individual test tolerances:*

#### **460.2.8.2.1.7 Corrective Action**

<sup>(1)</sup> Material must conform to the following action limits based on individual QC and QV test results (tolerances relative to JMF):

ITEM	ACTION LIMITS	CONFORMANCE LIMITS
Percent passing given sieve:		
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	
9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
Asphaltic content in percent	- 0.5	
Air Voids		- 1.0 & +2.0
VMA in percent <sup>[1]</sup>	- 0.5	-1.0

<sup>[1]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

<sup>(2)</sup> QV test results will be determined for air voids, VMA, Gmm, and Gmb, and AC Content

<sup>(3)</sup> If any individual test results fall outside the action limits, notify the engineer, investigate the cause, and take corrective action to return to within limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. An additional QV sample may be collected upon resuming production, at the discretion of the engineer. Any additional QV tests must meet the tolerances of the action limits or be subject to additional stoppage and/or remove and replace.

<sup>(4)</sup> For any additional tests outside the random number testing conducted for density or volumetrics, the data collected will not be entered into PWL calculations. However, additional QV testing shall meet the tolerances for material acceptance as specified in the

Standard Specification and this document. If additional density data identifies nonconforming material, proceed in accordance with CMM 8-15.11.

<sup>(5)</sup> Remove and replace nonconforming material at no additional expense to the department. The engineer may allow nonconforming material to remain in place. The department will pay for the nonconforming HMA Pavement that remains in place at 50 percent of the contract price. Nonconforming material is defined as individual QC or QV tests resulting in material outside of the conformance limits or a PWL value < 50.

*Delete standard spec 460.2.8.2.2*

*Replace standard spec 460.2.8.3.1.2 with the following:*

<sup>(1)</sup> The department will provide at least one HTCP-certified HMA technician, certified at a level appropriate for sampling and mixture production control testing, to observe QV sampling of project mixtures.

<sup>(2)</sup> Under departmental observation, a contractor HMA technician certified at a level appropriate for sampling and mixture production control testing will collect and split samples.

<sup>(3)</sup> For QV testing, a department HMA technician certified at a level appropriate for sampling and mixture production control testing will ensure that all sampling is performed correctly and conduct testing, analyze test results, and post resulting data.

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

*Replace standard spec 460.2.8.3.1.4 with the following to require and explain 3-way split testing, add ignition oven for QV tests, and define QV frequency.*

<sup>(1)</sup> HTCP-certified department personnel will obtain random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which accommodate a three-way split for all random sampling per subplot. All QC samples shall provide the following: QC, QC-split, and QC-retained. All QV samples shall provide the following: QV, QV-split, and QV-retained. The contractor will take possession and test the QC and QV-split portions. The engineer will observe the splitting and take possession of the samples intended for QV testing (i.e., QV and QC-split) and the retained portions. Additional sampling details are found in Appendix A.

<sup>(2)</sup> The department will verify product quality using the test methods enumerated here in 460.2.8.3.1.4(2), other engineer-approved methods, or other methods the industry and department HMA technical team recognizes. The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.

- (3) The department will perform all testing conforming to the following standards:
- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T166.
  - Maximum specific gravity (Gmm) according to AASHTO T209.
  - Air voids (Va) by calculation according to AASHTO T269.
  - VMA by calculation according to AASHTO R35.
  - AC by ignition oven according to AASHTO T 308 (required, but informational only)
- (4) The department will randomly test each design mixture at the minimum frequency of one test for each lot (Normal lot size is 3750 tons).

*Delete standard spec 460.2.8.3.1.6*

*Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following Data Acceptance for Volumetrics to define statistical analysis and dispute resolution process:*

#### **460.2.8.3.1.7 Data Acceptance for Volumetrics**

(1) Acceptance of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV). Statistical analysis will be conducted on maximum specific gravity (Gmm) and bulk specific gravity (Gmb) data. The analysis determines the appropriate Gmm and Gmb to be used to calculate air voids. If either Gmm or Gmb result in non-comparable data as described in 460.2.8.3.1.7(2), the subsequent testing will be performed for both parameters.

(2) The engineer, upon completion of the lot, will compare the variances (F-test) and the means (t-test) of the verification test results with the quality control test results. If the F- and t-tests report comparable, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate air voids which in turn are used for PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Dispute resolution via further investigation is as follows:

[1] The QV-retained portion of the split from the most recent lot in the analysis window (specifically the subplot which triggered the warning that variances or means do not compare) shall be referee tested by the bureau's AASHTO accredited laboratory and certified personnel. This referee test result will replace the QV data of the subplot.

[2] A secondary statistical analysis shall be conducted inclusive of the referee test result. If The F- and t-tests now indicate that variances and means compare, no further testing is needed for the lot as QC data is determined to be appropriate to carry forward into subsequent calculations.

[3] If, however, the secondary statistical analysis inclusive of the referee test result yields an F- or t-test indicating non-comparable variances or means, the QC-splits will be tested by the department's regional lab for the remaining 4 sublots of the lot which generated the warning. This data shall be used with the initial referee test result in subsequent calculations.

[4] The contractor may choose to *dispute* the QC-split data collected on a lot basis. In this event, the QC-retained portion of each subplot shall be referee tested by the

bureau's AASHTO accredited laboratory and certified personnel and the referee test results will supersede the regional results for the disputed lot. Dispute resolution testing shall include both Gmm and Gmb, i.e., not solely the individual parameter causing the warning.

[5] If the referee testing results in an increased calculated pay factor, the department will absorb the cost of the additional referee testing.

[6] If the additional referee testing of a disputed lot results in a lower calculated pay factor, the contractor pays for the additional referee testing.

[7] The cost of referee testing is \$2000/lot.

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

(4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture project data, and inspecting the completed pavement all according to Standard Spec, this document, and accompanying Appendices.

(5) Nonconforming mix (i.e., resulting in a PWL value less than 50 or not meeting the requirements of 460.2.8.2.1.7 as modified here within) may be subject to remove and replace, at the discretion of the engineer. Replacement may be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material shall replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. If the engineer approves the nonconforming material to remain in place, it will be paid at 50% of the HMA Pavement contract price. (See the *About* worksheet of the WisDOT PWL Analysis Template for additional information regarding Dispute Resolution.)

*Delete standard spec 460.2.8.3.1.8 Corrective Action.*

## **C Construction**

*Replace standard spec 460.3.3.2 Pavement Density Determination with the following to define lot sizes and locations of density testing:*

### **460.3.3.2 Pavement Density Determination**

(1) The engineer will determine the target maximum density using department procedures described in CMM 8-15. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.

(2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.

(3) A lot is defined as 7500 lane feet with sublots of 1500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. The contractor is required to complete 15 QC tests per complete lot (3 randomly per subplot) and the department will randomly conduct one QV test per subplot. A partial quantity less than 1500 lane feet will be included with the previous subplot at the end of the project. Partial lots with less than three sublots shall be included into the previous lot. [Exclusions such as shoulders and appurtenances shall be tested in

accordance with CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department.]

(4) The three QC locations per subplot will represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown in Appendix A and random numbers will be used to identify the specific transverse location within each third in accordance with CMM 8-15). Each location will be measured with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Appendix A. Each location will be the average of the two readings. If the two readings exceed 1.0 lb/ft<sup>3</sup> of one another, a third reading shall be conducted at either orientation. In this event, all three readings shall be averaged, discard the initial of the three readings which falls farthest from the average value and then average the remaining two values to represent the location for the gauge. Multiple locations are not to be averaged together.

(5) QV nuclear testing will consist of a randomly selected location per subplot. The QV is also comprised of two one-minute readings, averaged as described in (4) above.

(6) A certified nuclear density technician shall locate samples and perform the testing. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, at the completion of each lot.

*Replace standard spec 460.3.3.3 Waiving Density Testing with Acceptance of Density Data to define statistical analysis and dispute resolution:*

#### **460.3.3.3 Acceptance of Density Data**

(1) Acceptance of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV).

(2) The engineer, upon completion of the lot, will compare the variances (F-test) and the means (t-test) of the verification test results with the quality control test results. If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.

(3) If the F- and t-tests indicate variances and means compare, QC data is determined to be appropriate to carry forward into subsequent calculations. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.

(4) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture project data, and inspecting the completed pavement all according to Standard Spec, this document, and accompanying Appendices.

(5) Nonconforming mix (i.e., resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1) may be subject to remove and replace, at the discretion of the engineer. Replacement may be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material shall replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. If the engineer approves the nonconforming material to remain in place, it will be paid for at 50% of the HMA Pavement contract price.



## D Measurement

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

## E

*Replace standard spec 460.5.2 HMA Pavement with the following to add payment for PWL:*

### 460.5.2 HMA Pavement

#### 460.5.2.1 General

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

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

#### 460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

<sup>(1)</sup> Pay adjustments will be calculated using a unit price of 65 dollars per ton of HMA pavement. The analysis template, including data, will be provided to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on the unit price multiplied by the following pay adjustment calculated in accordance with the *Calculations* worksheet of the WisDOT PWL Analysis Template:

<b>PAY FACTOR FOR HMA PAVEMENT AIR VOIDS &amp; DENSITY</b>	
<b>PERCENT WITHIN LIMITS</b>	<b>PAYMENT FACTOR, PF</b>
<b>(PWL)</b>	<b>(percent of contract price)</b>
> 90 to 100	$PF = ((PWL - 90) * 0.4) + 100$
≥ 50 to 90	$(PWL * 0.5) + 55$
<50	50% <sup>[1]</sup>

where PF is calculated per air voids and density, denoted PF<sub>air voids</sub> & PF<sub>density</sub>

<sup>[1]</sup> Any material resulting in PWL value of 50 or less shall be removed and replaced unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the above stated unit price of 65 dollars per ton of HMA pavement.

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

$$\text{Pay Adjustment} = (\text{PF}-100)/100 \times (\text{WP}) \times (\text{tonnage}) \times (\text{unit price})$$

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

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

Individual Pay Factors for each air voids (PF<sub>air voids</sub>) and density (PF<sub>density</sub>) will be determined. PF<sub>air voids</sub> will be multiplied by the total tonnage produced, and PF<sub>density</sub> will be multiplied by the tonnage used to pave the mainline only (i.e., excluding shoulder) as calculated in accordance with CMM 8-15.

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

ITEM NUMBER	DESCRIPTION	UNIT
460.2000	Incentive Density HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

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

Note: PWL value determination is further detailed in the *Calculations* worksheet of the WisDOT PWL Analysis Template.

## **32. HMA Percent Within Limits (PWL) Test Strip, Item SPV.0060.03.**

### **A Description**

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for projects constructed under HMA Percent Within Limits QMP. A test strip is required for each pavement layer. Each project is restricted to a single mix design for each mix type required (e.g., upper layer and lower layer may have different mix type specified).

### **B (Vacant)**

### **C Construction**

#### **C.1 Test Strip**

Notify the department at least 48 hours in advance of construction of the test strip. On the first day of production of each new mix design requiring a test strip, produce approximately 750 ton of HMA and cease production until the required testing is completed. Test strips

shall be located in a section of the roadway to allow a representative (i.e. not a ramp or shoulder, etc.) rolling pattern.

### **C.1.1 Sampling and Testing Intervals**

Laboratory testing will be conducted from a three-way split sample, with portions designated for QC, QV, and retained. Required field tests include contractor quality control (QC) and department quality verification (QV) nuclear density gauge tests and pavement coring.

During production for the test strip, HMA mixture samples shall be obtained from trucks prior to departure from the plant. Three four-way split samples shall be collected during the production of test strip material. Sampling and splitting shall be in accordance with Appendix C: *Sampling for WisDOT PWL QMP*. These three samples shall be randomly selected from the following production intervals and will be identified by the engineer:

<u><b>Sample Number</b></u>	<u><b>Production Interval (tons)</b></u>
<u>1</u>	<u>50-250</u>
<u>2</u>	<u>251-500</u>
<u>3</u>	<u>501-750</u>

The engineer will identify two zones in which gauge/core correlation is to be performed. These two zones will be randomly selected within each of two density sublots of the 750 ton test strip. Test strip sublots 1 and 2 are identified as between 50-400 tons and 401-750 tons, respectively. Each zone shall consist of five locations across the mat as identified in Appendix A. The following shall be determined at each of the five locations within both zones:

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

\*If the two readings exceed 1.0 lb/ft<sup>3</sup> of one another, a third reading shall be conducted at either orientation. In this event, all three readings shall be averaged, discard the initial of the three readings which falls farthest from the average value and then average the remaining two values to represent the location for the gauge.

Both the QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. The above testing shall be conducted in accordance with Appendix A: *Test Methods & Sampling for PWL QMP HMA Pavements*. All test reports shall be submitted to the department upon completion, and approved before paving resumes.

#### **C.1.1.1 Field Tests**

Daily standardization of gauges on reference blocks and a reference site shall be performed in accordance with CMM 8-15. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation in accordance with Appendix A. The two readings

per location per gauge shall be averaged. The readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset is to be used to adjust raw density readings for the specific gauge for the remainder of the project and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer, and therefore a separate value shall be determined for each layer of each mix of the project. This constitutes correlation of that individual gauge. Each team must have two gauges correlated at the time of the test strip. Any data collected by a team without an acceptable gauge (i.e., correlated during test strip) will not be accepted.

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

Each core 100 or 150 mm (4 or 6 inches) in diameter shall be taken at locations identified in Section C.1.1 [Appropriate core diameter shall be selected based on layer thickness and shall be decided at the prepave meeting and remain consistent for the duration of the project.] Each random core shall be full thickness of the layer being placed. Thoroughly dry cores obtained from the mat in accordance with ASTM D 7227 prior to using specimens for in-place density determination in accordance with AASHTO T 166.

Fill all core holes with non-shrink grout or HMA. When using rapid hardening mortar or concrete, remove all water from the core holes prior to filling. Mix the mortar or concrete in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix matching that day's production mix type at that day's compaction temperature +/- 20F. The core holes shall be dry and coated with tack before filling, filled with a minimum of two layers (single layer allowed for pavement layers  $\leq 2$  inches in thickness), and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

All laboratory and field testing associated with the test strip shall be completed the same day as paving of the test strip. All test reports shall be submitted to the department upon completion, and approved before paving resumes. The department will notify the contractor by the end of the day regarding approval to proceed with paving beyond the test strip.

### C.1.1.2 Laboratory Tests

Material shall be collected from trucks at the plant according to the frequency described in section C.1.1 above. Sample sizes shall be consistent with the minimums for a three-way split as shown below:

Mixture NMAS	Sample Size
$\leq 12.5\text{mm}$ (1/2")	105 lb
19.0mm - 25.0mm (3/4" – 1")	150 lb
$\geq 37.5\text{mm}$ ( 1-1/2")	240 lb

Bulk specific gravities shall be determined for cores in accordance with AASHTO T 166. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for the QC and QV nuclear density gauges to be used throughout the remainder of the project. QC and QV teams may wish to scan with additional gauges at the locations detailed in C.1.1 above, as only gauges used during the test strip correlation phase will be allowed on the remainder of the project.

### C.2 Acceptance

Conform to the following limits based on individual QC and QV test results (tolerances based on initial JMF/mix design):

ITEM	CONFORMANCE LIMITS
Percent passing given sieve:	
37.5-mm	+/- 8.0
25.0-mm	+/- 8.0
19.0-mm	+/- 7.5
12.5-mm	+/- 7.5
9.5-mm	+/- 7.5
2.36-mm	+/- 7.0
75- $\mu\text{m}$	+/- 3.0
Asphaltic content in percent	- 0.5
Air Voids	-1.0 & +2.0
VMA in percent <sup>[1]</sup>	- 1.0
Maximum specific gravity	+/- 0.024

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

QV test results will be determined for air voids and VMA, Gmm, and Gmb, and AC Content.

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

<u>MIXTURE TYPE</u>		
LAYER	LT & MT	HT
LOWER	93.0 <sup>[1]</sup>	93.0 <sup>[2]</sup>
UPPER	93.0	93.0

<sup>[1]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[2]</sup> Minimum reduced by 1.0 percent for lower layer constructed directly on crushed aggregate or recycled base courses.

Differences between the QC and QV split sample test results are acceptably identified by conducting a paired t-test in accordance with the WisDOT PWL Analysis Template.

If QC and QV test results do not correlate as determined by the paired t-test, the retained split sample will be tested by the bureau's AASHTO accredited laboratory and certified personnel as a referee test. Any referee test results will be used for subsequent calculations and material acceptance. Additional investigation shall be conducted to identify the source of the difference between QC and QV data. QV or referee data will be used to determine material acceptance and pay.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating the correlation offset value specific to the gauge and the mix design. The documentation must accompany the gauge any time the gauge appears on the project and the department may confirm at any time that the offset value being used matches that documented.

The core densities collected from the 10 locations of the test strip and the QV results from the three split samples will be used to determine material acceptance and pay. The PWL value is calculated in accordance with Appendix A.

A PWL value for air voids and density shall be calculated after completion of the testing. An acceptable test strip is defined as the individual PWL values for air voids and density are both above 75 or the average of the two are above 80. Full production may not continue until an acceptable test strip has been completed. If a PWL value on the test strip is below 50, the material is considered nonconforming and the test strip is unacceptable. If the material is allowed to remain in place, a second test strip shall be constructed. If the material is determined to be removed and replaced, a new test strip will replace the previous one at no additional cost to the department. If a PWL value is between 50 and 75, the material is considered conforming, although a second test strip will need to be constructed. If the second test strip is not acceptable as defined above, it shall be removed and replaced. A maximum of two test strips may be left in place on the project. Additional guidance on test strip and material acceptance is found in Appendix A.

PWL Value	Test Strip & Material Acceptance
$\geq 75$ (individual) & 80 (combined)	Material conforms, Test Strip is acceptable
$50 \leq \text{PWL} < 75$	Material conforms, Test Strip is not acceptable*
$< 50$	Material nonconforming, may be removed & replaced, Test Strip not acceptable*

\* A maximum of two test strips may be left in place on the project.

#### D Measurement

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

#### E Payment

The department will pay for HMA Percent Within Limits (PWL) Test Strip work at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	HMA Percent Within Limits (PWL) Test Strip	EACH

Payment for HMA Percent Within Limits (PWL) Test Strip is full compensation for providing HMA mixture designs; for preparing foundation; for volumetric and density testing and aggregate source testing; for asphalt binder from recycled sources, and for warm mix asphalt additives or processes. Acceptable HMA mixture placed on the project as part of the test strip will be compensated by the appropriate HMA Pavement bid item.

This item is intended to compensate the contractor for the construction of the test strip for projects paved under the HMA Pavement Percent Within Limits QMP article.

Pay adjustments will be calculated using a unit price of 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on the unit price multiplied by the following pay adjustment calculated in accordance with Appendix A:

#### PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

*PERCENT WITHIN LIMITS*

*PAYMENT FACTOR, PF*

*(PWL)*

*(percent of contract price)*

$> 90$  to 100

$PF = ((PWL - 90) * 0.4) + 100$

$\geq 50$  to 90

$(PWL * 0.5) + 55$

$< 50$

50%<sup>[1]</sup>

where,

PF is calculated per air voids and density, denoted  $PF_{\text{air voids}}$  &  $PF_{\text{density}}$

<sup>[1]</sup> Any material resulting in PWL value of 50 or less shall be removed and replaced, unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the above stated unit price of 65 dollars per ton of HMA pavement.

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

$$\text{Pay Adjustment} = (\text{PF}-100)/100 \times (\text{WP}) \times (\text{tonnage}) \times (\text{unit price})$$

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

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

Individual Pay Factors for each air voids ( $\text{PF}_{\text{air voids}}$ ) and density ( $\text{PF}_{\text{density}}$ ) will be determined.  $\text{PF}_{\text{air voids}}$  will be multiplied by the total tonnage produced, and  $\text{PF}_{\text{density}}$  will be multiplied by the tonnage used to pave the mainline only (i.e., excluding shoulder) as calculated in accordance with CMM 8-15.

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

ITEM NUMBER	DESCRIPTION	UNIT
460.2000	Incentive Density HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

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



# Appendix A

## TEST Methods & Sampling for PWL QMP HMA Pavements

### TEST Methods & Sampling for PWL QMP HMA Pavement.

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

- WisDOT Procedure for Nuclear Gauge/Core Correlation
- WisDOT Test Method for PWL QMP Density Measurements for Main Production  
Sampling for WisDOT PWL QMP

## WisDOT Procedure for Nuclear Gauge/Core Correlation

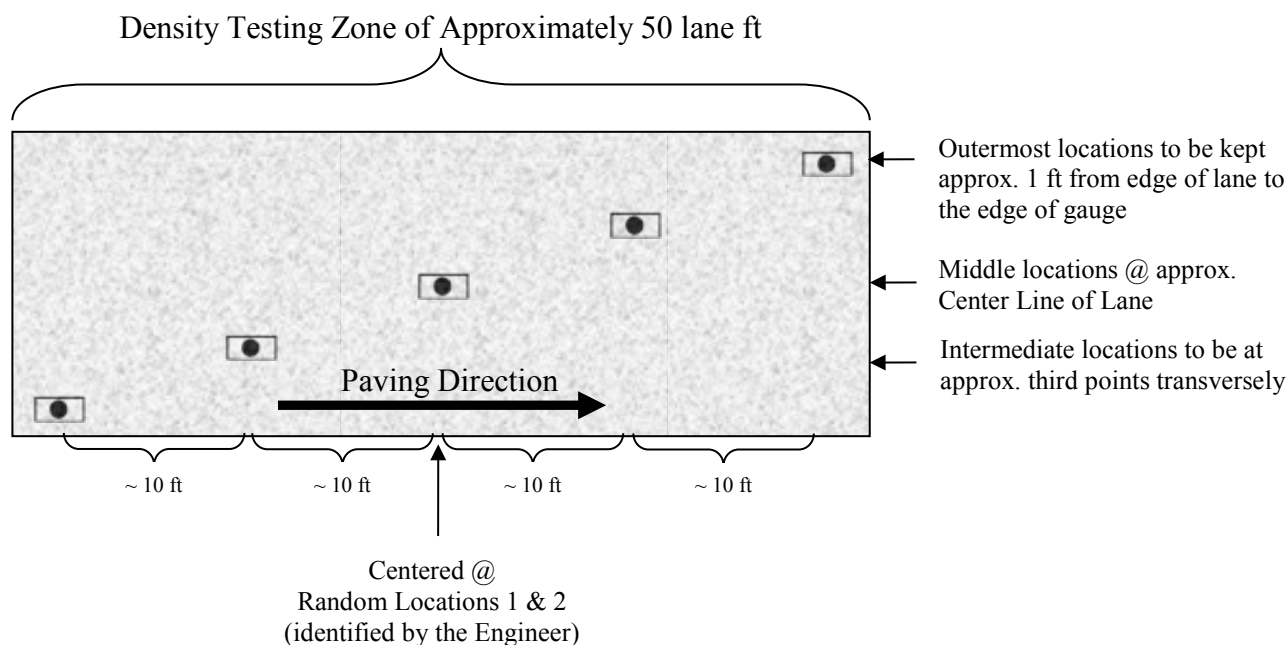
The engineer is responsible for identifying the two zones in which gauge/core correlation is to be performed. These two zones are to be randomly selected within each of two sublots of the 750 ton test strip. Test strip sublots 1 and 2 are identified as between 50-400 tons and 401-750 tons, respectively.

Required field tests include contractor quality control (QC) and department quality verification (QV) nuclear density gauge tests and pavement coring. Each zone shall consist of five (5) locations across the mat as identified in Figure 1. The following shall be determined at each of the five locations within both zones:


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

\*If the two readings performed with the same gauge by the same team are not within  $\pm 1.0 \text{ lb/ft}^3$  of one another, a third reading shall be conducted. In this event, all three readings shall be averaged, discard the initial of the three readings which falls farthest from the average value and then average the remaining two values to represent the location for the gauge.

This appears as follows, in the field:



**Figure 1: Nuclear/Core correlation locations depicted**

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



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



**Figure 2: Nuclear gauge orientation for (a) 1<sup>st</sup> one-minute reading and (b) 2<sup>nd</sup> one-minute reading**

The core shall then be taken from the center of said footprint to be used to correlate each gauge with laboratory measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a second core is needed, it shall be obtained from within the same gauge footprint. The contractor is responsible for coring of the pavement. Coring and filling of core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Core density testing shall be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department shall take possession of cores following initial testing and shall be responsible for any verification testing.

Each core 100 or 150 mm (4 or 6 inches) in diameter will be taken at locations identified in Figure 1. [Appropriate core diameter shall be selected based on layer thickness and shall be decided at the prepay meeting and remain consistent for the duration of the project.] Each random core will be full thickness of the layer being placed. The contractor is responsible for thoroughly drying cores obtained from the mat in accordance with ASTM D 7227 prior to using specimens for in-place density determination in accordance with AASHTO T 166.

All core holes shall be filled with non-shrink grout or HMA. When using rapid hardening grout, all water shall be removed from the core holes prior to filling and the mortar or concrete shall be mixed in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix matching that day's production mix type at that day's compaction temperature  $\pm 20^{\circ}\text{F}$ . The core holes shall be dry and coated with tack before filling, filled with a minimum of two layers (single layer allowed for pavement layers  $\leq 2$  inches in thickness), and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

The core densities collected from the 10 locations of the test strip and the QV results from the three split samples will be used to determine material acceptance and pay. The PWL value is calculated in accordance with the calculations worksheet in the WisDOT PWL Analysis Template.

A PWL value for air voids and density shall be calculated after completion of the testing. An acceptable test strip is defined as the individual PWL values for air voids and density are both above 75 or the average of the two are above 80. Full production may not continue until an acceptable test strip has been completed. If a PWL value on the test strip is below 50, the material is considered nonconforming and the test strip is

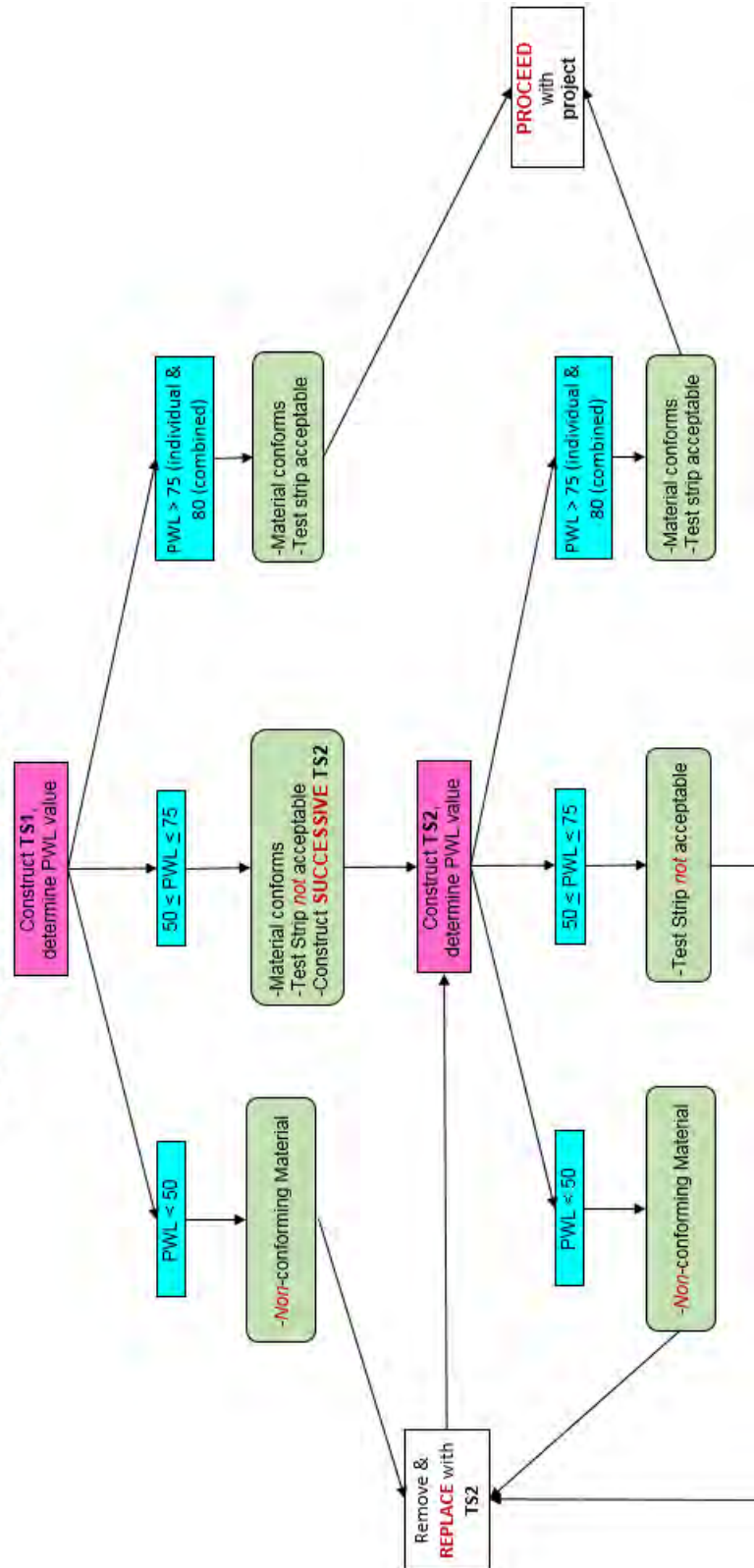
unacceptable. If the material is allowed to remain in place, a second test strip shall be constructed. If the material is determined to be removed and replaced, a new test strip will replace the previous one at no additional cost to the department. If a PWL value is between 50 and 75, the material is considered conforming, although a second test strip will need to be constructed. If the second test strip is not acceptable as defined above, it shall be removed and replaced. A maximum of two test strips may be left in place on the project. Additional guidance on test strip and material acceptance is found in Figure 3.

PWL Value	Test Strip & Material Acceptance
>75 (individual) & 80 (combined)	Material conforms, Test Strip is acceptable
$50 \leq \text{PWL} \leq 75$	Material conforms, Test Strip is not acceptable*
< 50	Material nonconforming, may be removed & replaced, Test Strip not acceptable*

\* A maximum of two test strips may be left in place on the project.

All test reports shall be submitted to WisDOT upon completion, and approved before paving resumes. The department shall notify the contractor within as soon as practicable after completion of the test strip regarding approval to proceed with paving beyond the test strip.

### Test Strip & Material Acceptance



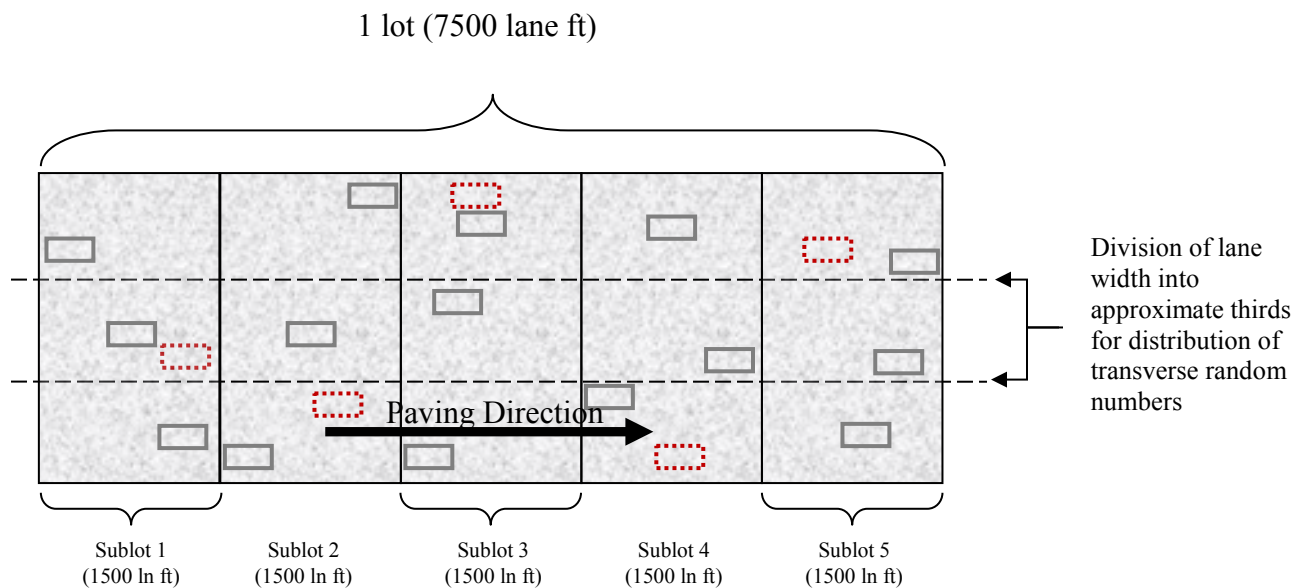
**FOOTNOTES:**  
 TS1 = First Test Strip  
 TS2 = Second Test Strip

\* A maximum of two test strips may be left in place on the project.

Figure 3: Flowchart for guidance of material and test strip acceptance for PWL

## **WisDOT Test Method for PWL QMP Density Measurements for Main Production**

For nuclear density testing of the pavement beyond the test strip, QC tests will be completed at three locations per subplot, with a subplot defined as 1500 lane feet. The three locations will represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in Figure 3 and random numbers will be used to identify the specific transverse location within each third in accordance with CMM 8-15). Longitudinal locations within each subplot shall be determined with 3 independent random numbers. Each location will be measured with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed above. Each location will be the average of the two readings. Multiple locations are not to be averaged together. QV nuclear testing will consist of randomly selected location per subplot. The QV is also comprised of two one-minute readings. This is depicted as follows, with QC test locations shown as solid lines and QV as dashed.



**Figure 3: Locations of main lane HMA density testing (QC=solid lines, QV=dashed)**

QC and QV nuclear density gauge readings will be statistically analyzed in accordance with the following section of this Appendix. (Note: For density data, if F- and t-tests pass, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test failure occur, the QV data will be used in subsequent calculations.)

## **Sampling for WisDOT PWL QMP**

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

### **Sampling Hot Mix Asphalt**

At the beginning of each day the contractor determines the anticipated tonnage to be produced. The frequency of sampling (minimum number of required tests for the day's anticipated production) is defined by the PWL QMP SPV. A test sample is obtained randomly from each subplot.

#### *Example 1*

Expected day's production is 2,400 tons. The number of required samples is determined based on this expected production (per PWL QMP SPV) and is determined by the random sample calculation.

- Sample 1 – from 50 to 750 tons
- Sample 2 – from 751 to 1500 tons
- Sample 3 – from 1501 to 2250 tons
- Sample 4 – from 2251 to 3000 tons

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

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

#### *Example 2*

<b>Required Sample</b>	<b>Sublot Sample Tonnage Range</b>	<b>Random No. ASTM D-3665</b>	<b>Sublot Sample Ton (Random No. x Sublot ton)</b>	<b>End of Previous. Range</b>	<b>Cumulative Sample Tonnage</b>
1	50 - 750	0.572	RN x 750= 429	0	429
2	751 - 1500	0.353	RN x 750= 265	750	1015
3	1501 - 2250	0.656	RN x 750= 492	1500	1992
4	2251-3000	0.251	RN x 750= 188	2250	2438

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

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

It's intended that the plant operator not be advised ahead of time when samples are to be taken. If the plant operator is involved in recording a Pb (%AC) to match up with the mix sample tonnage, then notification need not be earlier than 60 minutes before the mix sample being taken.

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

Delete CMM 8-36.4.2.1 through 8-36.4.2.3 and replace with the following PWL (3-way) Split Sample Sizes

***PWL (3-way) Split Sample Sizes***

- Minimum sample sizes are referenced below and are guidance for meeting requirements for test completion.

Mixture NMAS	Sample Size
$\leq 12.5\text{mm}$ (1/2")	105 lb
19.0mm - 25.0mm (3/4" – 1")	150 lb
$\geq 37.5\text{mm}$ ( 1-1/2")	240 lb

- The total sample for larger NMAS (nominal maximum aggregate size) mixtures will be enough to provide the required minimum testing sample size as defined in Figure 3.

Delete 8-36.5.1.1 Step 1 and replace with the following *Initial Splitting of Sample*

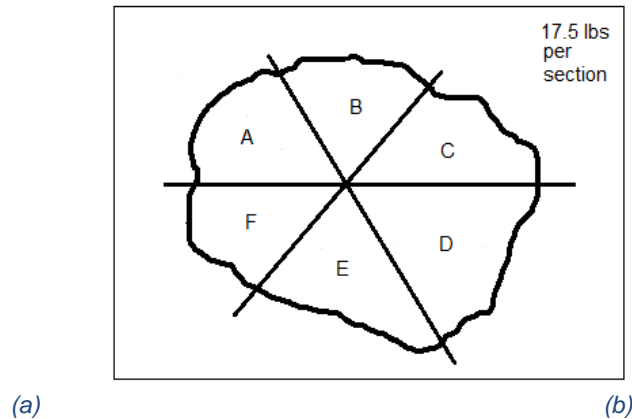
***Initial Splitting of Sample***

For QC sample reduction the HMA sample in the containers is mixed and quartered. The quartering process should then proceed as follows:

- Collect the minimum sample size given in the *PWL Split Sample Size* section above. Split the sample into "Test" and "Retained" samples. Place entire sample on table, quickly re-mix and split to minimize temperature loss. Split the Test & Retained samples as shown on Figure 3. For 1/2" mixes start with at least a total of 105 lbs of HMA.



**Figure 3 Superpave Sample for 105 lbs for three-way split for QC, QV, and retained samples**



- ii. For a three-way split shown in Figure 3, *diagonal sections*, as indicated on the sketch, must be combined to form the QV sample (A+D), retained sample (B+E) and the QC test sample (C+F). The retained sample must be bagged, labeled, and stored in a safe dry place. The retained samples may be tested using the “rule of retained” (see “Definitions” section).
- iii. The QC & QV test samples are then further split for the specified tests. Continue the splitting process in *Further Reduction of Samples to Test Sizes* for the test materials until individual samples are in the oven.

*Delete CMM 8-36.5.2 Use of Alternative Sampling / Quartering Devices (ex: Quartermaster) and replace with the following:*

**Use of Alternative Sampling / Quartering Devices (ex: Quartermaster)**

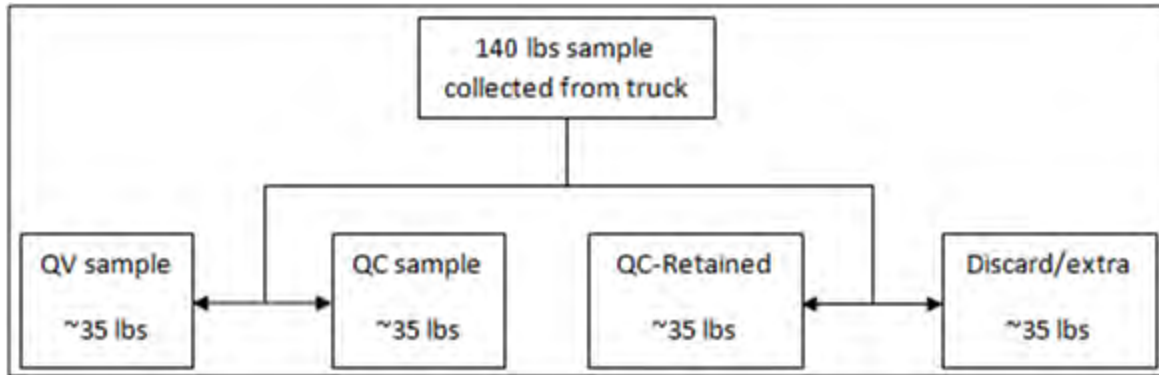
Use of other devices to assist in the sampling and splitting procedures may be used with approval of the department. The Quartermaster is one such device. A picture of a Quartermaster device is shown in Figure 6.

**Figure 6 Quartermaster Quartering Device**



### Example 3

If a quartermaster is used to reduce a three-way split sample into the proper quantities, it is required to collect approximately 133% the minimum sample size shown in *PWL Split Sample Sizes* (e.g. 133% of 105 is approximately 140 lbs), use the selected device to split, and discard the extra quadrant of material.



### 33. Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.01.

#### A Description

This special provision describes furnishing and installing Pull Box Non-Conductive 24x42-Inch as shown on the plans.

#### B Materials

Furnish pull boxes, frames, and lids made of non-conductive material. Pull boxes, frames, and lids shall be suitable for Tier 15 loading as specified in ANSI/SCTE 77.

#### C Construction

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive 24x42-Inch as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under 205.3.12. Use covers stamped with "ELECTRICAL" for traffic signal and lighting pull boxes or "WISDOT COMMUNICATIONS" for communications pull boxes.

Provide one 24" length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

#### D Measurement

The department will measure Pull Box Non-Conductive 24x42-Inch as each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Pull Box Non-Conductive 24x42-Inch	EACH

Payment for Pull Box Non-Conductive 24x42-Inch is full compensation for providing and installing pull boxes, frames, lids, aggregate, fasteners, reinforcing steel; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling and disposing of surplus material. The department will pay separately for engineer-directed pull box drain duct under the Conduit Rigid Nonmetallic bid items as specified in standard spec 652.5.

### **34. Relocate RR Blank Out Sign, Item SPV.0060.02.**

#### **A Description**

This special provision describes relocating the existing RR Blank Out as shown on the plans.

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

#### **C Construction**

Remove the existing RR Blank Out Sign from the existing 13' traffic signal standard and reinstall the RR Blank Out Sign on the new 15' traffic signal standard.

#### **D Measurement**

The department will measure Relocate RR Blank Out Sign as each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Relocate RR Blank Out Sign	EACH

Payment for Relocate RR Blank Out Sign is full compensation for removing and reinstalling the existing RR Blank Out Sign.

### **35. Smooth Steel Pipe 18-Inch, Item SPV.0090.01.**

#### **A Description**

This special provision describes furnishing and installing Smooth Steel Pipe 18-Inch under the Canadian National Railroad Company railroad tracks, which cross STH 32. Complete this work according to the pertinent subsections of standard spec 520, as shown in the plans, and as hereinafter provided; or as directed by the engineer.

#### **B Materials**

Furnish pipe made of steel that has a plain end, a minimum thickness of 3/8", minimum yield strength of 35,000 psi, and conforms to ASTM A 252 Grade 3. Furnish pipe that has welded joints, is in at least 18 feet long sections (except for the last section, if a shorter length is needed to obtain the total length.)

Furnish granular backfill conforming to standard spec 209 for backfill material, except that all material shall pass a 1-½ inch sieve if placed around the pipe and to 6 inches above the pipe.

### **C Construction**

*Supplement standard spec 520.3 with the following:*

Install Smooth Steel Pipe 18-Inch without bends and butt-weld all joints between pipe lengths with a smooth non-obstructing joint inside as shown in the plans, and as hereinafter provided; or as directed by the engineer.

Provide the method of operations in writing to the engineer seven days in advance of performing the work.

When performing work in the area of the railroad track, comply with the requirements of standard spec 107.17 and as modified in Article 8 of these special provisions and as directed by the engineer.

### **D Measurement**

The department will measure Smooth Steel Pipe 18-Inch by the linear foot, acceptably completed, measured along the centerline of the pipe from end of pipe to end of pipe.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Smooth Steel Pipe 18-Inch	LF

Payment for Smooth Steel Pipe, 18-Inch is full compensation for furnishing and installing steel pipe including: performing all excavation, granular backfill, sheeting and shoring, pumping, butt-welding, providing railroad flagging, providing railroad insurance.

## **36. Pipe Underdrain Railroad 6-Inch, Item SPV.0090.02.**

### **A Description**

This special provision describes constructing pipe underdrain adjacent to railroad tracks according to standard spec 612, as shown on the plans, as directed by the engineer, and as hereinafter provided.

### **B Materials**

Furnish Schedule 80 PVC pipe according to the requirements of ASTM Specification D1784 and D1785. Furnish pipe perforated according to AASHTO M278. Fittings shall conform to ASTM D4396.

Furnish Geotextile Fabric type DF schedule A meeting the requirements of standard spec 645.2.4.

Furnish Base Aggregate Open Graded meeting the requirement of standard spec 310.2.

**C Construction**

Construct according to the requirements of standard spec 612.3 and as shown on the plans.

Geotextile fabric is to be installed between base aggregate open graded and breaker run.

**D Measurement**

The department will measure Pipe Underdrain Railroad 6-Inch, by the linear foot acceptably completed. The department will measure along the centerline of the pipe, center to center of junctions and fittings.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Pipe Underdrain Railroad 6-Inch	LF

Payment is full compensation for furnishing all materials including pipe, connections, geotextile fabric, and base aggregate open graded; for laying pipe; for connecting to storm sewer structures; for backfilling.

**37. Remove Traffic Signal Lombardi, Item SPV.0105.01; McCarthy, Item SPV.0105.02; Cormier, Item SPV.0105.03; Pilgrim, Item SPV.0105.04; Vanderperren, Item SPV.0105.05; Hansen, Item SPV.0105.06.**

**A Description**

This work shall consist of removing some of the existing traffic signal equipment from the intersections on STH 32 at Lombardi Ave, Potts Ave, Cormier Road, Pilgrim Way, Vanderperren Way and Hansen Road as shown in the plans and according to the requirements of standard spec 657 and standard spec 658, standard detail drawings, and as hereinafter provided.

**B (Vacant)**

**C Construction**

After coordination with the NE Region Electrical Unit, the existing traffic signal equipment shall be disconnected from the concrete bases and transported off site to the electrical subcontractor facilities and/or to a recycling/garbage facility.

**D Measurement**

The department will measure Remove Traffic Signal (Location) bid item as a single lump sum unit of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Remove Traffic Signal – Lombardi	LS
SPV.0105.02	Remove Traffic Signal – McCarthy	LS
SPV.0105.03	Remove Traffic Signal – Cormier	LS
SPV.0105.04	Remove Traffic Signal – Pilgrim	LS
SPV.0105.05	Remove Traffic Signal – Vanderperren	LS
SPV.0105.06	Remove Traffic Signal – Hansen	LS

Payment for Remove Traffic Signal is full compensation for removal and transporting to the appropriate facility and for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the work.

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   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 3 (number) TrANS Apprentice(s) be utilized on this contract.

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

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

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

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

## ***II. IMPLEMENTATION***

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **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.
  - vi. **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.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually

commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

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

##### **ii. Bidder Does Not Meet DBE Goal**

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

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

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they

have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main> Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) 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.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) 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. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
- i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
  - ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) 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.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
- i. Provide the following information along with department form DT1202:
    - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
    - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
    - (3) Photocopies or electronic copies of all written solicitations to DBE's.
    - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
    - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
- f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)

## **6. Bidder's Appeal Process**

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## **7. Department's Criteria for DBE Participation**

### **Department's DBE List**

- a. The department maintains a DBE list on the department's website  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

## **8. Counting DBE Participation**

### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

**9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. Joint Venture**

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

**14. 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. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.



**17. Contract Modifications**

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

**18. Payment**

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

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

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GFW SAMPLE MEMORANDUM

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

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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 alternative's 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](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

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

### REQUEST FOR QUOTATION

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

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

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

**Please check all that apply**

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

**Prime Contractor 's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

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

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

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

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

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

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

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

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

### **Primes**

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

### **DBE**

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

## APPENDIX C

### Types of Efforts considered in determining GFE

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

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

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

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

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

- D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

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

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



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

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

## **ADDITIONAL SPECIAL PROVISION 4**

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

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

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

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

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

### **Release of Routine Retainage**

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

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

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

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

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

*Make the following revisions to the standard specifications:*

---

**440.3.5.2 Corrective Actions for Localized Roughness**

*Replace paragraph two with the following effective with the September 2016 letting:*

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
- 

**450.3.1.1.4 Recording Truck Loads**

*Replace the entire text with the following effective with the December 2016 letting:*

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
  - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
- 

**455.3.2.1 General**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- 

**460.2.1 General**

*Replace the entire text with the following effective with the December 2016 letting:*

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

**460.2.8.2.1.5 Control Limits**

*Replace paragraph one with the following effective with the December 2016 letting:*

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

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

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

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

**460.2.8.2.1.6 Job Mix Formula Adjustment**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

**460.2.8.3.1.6 Acceptable Verification Parameters**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
  - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

**460.3.3.1 Minimum Required Density**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

**TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>**

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

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

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

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

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

<sup>[5]</sup> The minimum required densities for SMA mixtures are determined according to CMM 8-15.

**460.5.2.1 General**

*Replace paragraph six with the following effective with the December 2016 letting:*

- (6) If during a QV dispute resolution investigation the department discovers mixture with  $1.5 > V_a > 5.0$  or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

**460.5.2.3 Incentive for HMA Pavement Density**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

**INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY<sup>[1]</sup>**

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON <sup>[2]</sup>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

<sup>[1]</sup> SMA pavements are not eligible for density incentive.

<sup>[2]</sup> The department will prorate the pay adjustment for a partial lot.

**501.2.6 Fly Ash**

Replace the entire subsection with the following effective with the December 2016 letting:

**501.2.6.1 General**

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

**501.2.6.2 Class C Ash**

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

**501.2.6.3 Class F Ash**

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

**502.3.7.8 Floors**

Replace paragraph sixteen with the following effective with the September 2016 letting:

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

**503.3.2.1.1 Tolerances**

Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:

**PRESTRESSED CONCRETE I-TYPE GIRDERS**

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

## Errata

Make the following corrections to the standard specifications:

### Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

#### 105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
  1. A concise description of the claim.
  2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
  3. Other facts the contractor relies on to support the claim.
  4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
  5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

#### 109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

#### 109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.  
 RAF = EquipmentWatch regional adjustment factor.  
 ARA = EquipmentWatch age rate adjustment factor.  
 R = Current EquipmentWatch monthly rate.  
 HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

#### 109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.  
 RAF = EquipmentWatch regional adjustment factor.  
 ARA = EquipmentWatch age rate adjustment factor.  
 R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

#### 109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

**HORER** = Hourly outside-rented equipment rate

**HRI** = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

**HOC** = EquipmentWatch hourly operating cost.

## 109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
  2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
    - The nature of the work.
    - The action of the elements.
    - Unforeseen difficulties encountered during prosecution of the work.
  3. All insurance costs, expenses, and risks connected with the prosecution of the work.
  4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
  5. All infringements of patents, trademarks, or copyrights.
  6. All other expenses incurred to complete and protect the work under the contract.

### 204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

### 657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

### 657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

### 657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.



**ADDITIONAL SPECIAL PROVISION 7**

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



## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

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

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls 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 payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 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 data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.



**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, 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 shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.



All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **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 place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
BROWN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 1, 2016

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	31.55	18.52	50.07
Carpenter	33.02	17.12	50.14
Future Increase(s): Add \$1.42/hr on 6/1/2016.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	34.16	18.90	53.06
Future Increase(s): Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	29.84	18.20	48.04
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	35.62	0.00	35.62
Ironworker	29.27	23.72	52.99
Line Constructor (Electrical)	40.81	17.79	58.60
Painter	29.87	18.79	48.66
Pavement Marking Operator	30.00	18.27	48.27
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	22.50	12.74	35.24
Tuckpointer, Caulker or Cleaner	31.55	18.26	49.81
Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	16.12	48.77
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

**TRUCK DRIVERS**

Single Axle or Two Axle	36.72	21.15	57.87
Three or More Axle	25.78	18.96	44.74
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	30.82	21.85	52.67
Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Pavement Marking Vehicle	23.82	17.72	41.54
Shadow or Pilot Vehicle	25.28	18.31	43.59
Truck Mechanic	25.28	18.31	43.59

**LABORERS**

General Laborer	30.67	15.65	46.32
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	17.50	3.73	21.23
Landscaper	30.67	15.65	46.32
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	25.65	16.25	41.90
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.30	0.00	19.30
Railroad Track Laborer	24.22	15.12	39.34

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>HEAVY EQUIPMENT OPERATORS</b>			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a> .	38.27	21.85	60.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a> .	37.77	21.85	59.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	37.27	21.85	59.12

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	37.01	21.85	58.86
Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	36.72	21.85	58.57
Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Fiber Optic Cable Equipment.	28.50	0.88	29.38
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	36.72	21.15	57.87

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: October 7, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	16.55	Truck Drivers:		
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	16.55	1 & 2 Axles .....	26.63 .....	19.85
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	16.55	Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic .....	26.78 .....	19.85
Group 4: Line and Grade Specialist .....	31.02 .....	16.55			
Group 5: Blaster and Powderman .....	30.87 .....	16.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	16.55			

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016; Modification #4 dated April 8, 2016; Modification #5 dated June 17, 2016; Modification #6 dated July 1, 2016; Modification #7 dated July 22, 2016; Modification #8 dated July 29, 2016; Modification #9 dated August 19, 2016; Modification #10 dated August 26, 2016; Modification #11 dated September 2, 2016; Modification #12 dated September 30, 2016; Modification #13 dated October 7, 2016.

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	30.86 .....	25.42
Cement Mason/Concrete Finisher .....	35.07 .....	19.75
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	24.39 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70



SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: October 7, 2016

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
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 .....	\$39.27	\$21.80	(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 and A-frames; post driver; material hoist operator. ....	\$38.27	\$21.80
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 jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$38.77	\$21.80	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$38.01	\$21.80
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory 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 helper. ....	\$37.72	\$21.80
			Group 6: Off - road material hauler with or without ejector.....	\$31.82	\$21.80
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: October 7, 2016

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke 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.
Electricians				
Area 1 .....	\$30.68	17.28		
Area 2:				
Electricians.....	32.00	19.28	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	28.96	18.26		
Electrical contracts over \$130,000 .....	31.16	18.34		
Area 4: .....	30.50	29.50% + 9.57		
Area 5 .....	28.96	24.85% + 9.70		
Area 6 .....	37.02	29%+9.77	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	32.45	26.10% + 10.56	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	36.50	20.39	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & 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
Area 10 .....	29.64	20.54		
Area 11 .....	34.92	25.05	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 12 .....	34.98	19.89		
Area 13 .....	36.01	24.00	Area 11 -	DOUGLAS COUNTY
Teledata System Installer				
Area 14			Area 12 -	RACINE (except Burlington township) COUNTY
Installer/Technician .....	24.35	13.15	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Sound & Communications			Area 14 -	Statewide.
Area 15			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Installer .....	16.47	14.84		
Technician .....	26.00	17.70		
Area 1 -	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 & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and 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			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary 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. The higher of state or federal rate will apply.





## Proposal Schedule of Items

Page 1 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	203.0100 Removing Small Pipe Culverts	3.000 EACH	_____.	_____.
0020	203.0200 Removing Old Structure (station) 01. STA 129+53	LS	LUMP SUM	_____.
0030	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. STA 60+25 NB	LS	LUMP SUM	_____.
0040	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. STA 60+25 SB	LS	LUMP SUM	_____.
0050	204.0100 Removing Pavement	952.000 SY	_____.	_____.
0060	204.0115 Removing Asphaltic Surface Butt Joints	361.000 SY	_____.	_____.
0070	204.0120 Removing Asphaltic Surface Milling	144,770.000 SY	_____.	_____.
0080	204.0150 Removing Curb & Gutter	175.000 LF	_____.	_____.
0090	204.0195 Removing Concrete Bases	19.000 EACH	_____.	_____.
0100	204.0220 Removing Inlets	1.000 EACH	_____.	_____.
0110	205.0100 Excavation Common	2,446.000 CY	_____.	_____.
0120	206.1000 Excavation for Structures Bridges (structure) 01. B-5-408	LS	LUMP SUM	_____.
0130	206.1000 Excavation for Structures Bridges (structure) 01. B-5-409	LS	LUMP SUM	_____.
0140	206.2000 Excavation for Structures Culverts (structure) 01. B-5-35	LS	LUMP SUM	_____.
0150	206.5000 Cofferdams (structure) 01. B-5-35	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 2 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	208.0100 Borrow	321.000 CY	_____.	_____.
0170	210.1500 Backfill Structure Type A	1,600.000 TON	_____.	_____.
0180	210.2500 Backfill Structure Type B	820.000 TON	_____.	_____.
0190	213.0100 Finishing Roadway (project) 01. 4190-16-71	1.000 EACH	_____.	_____.
0200	305.0110 Base Aggregate Dense 3/4-Inch	892.000 TON	_____.	_____.
0210	305.0120 Base Aggregate Dense 1 1/4-Inch	3,191.000 TON	_____.	_____.
0220	305.0500 Shaping Shoulders	560.000 STA	_____.	_____.
0230	312.0110 Select Crushed Material	1,200.000 TON	_____.	_____.
0240	415.0120 Concrete Pavement 12-Inch	108.000 SY	_____.	_____.
0250	415.0410 Concrete Pavement Approach Slab	160.000 SY	_____.	_____.
0260	416.0610 Drilled Tie Bars	307.000 EACH	_____.	_____.
0270	416.0620 Drilled Dowel Bars	97.000 EACH	_____.	_____.
0280	416.1715 Concrete Pavement Repair SHES	42.000 SY	_____.	_____.
0290	416.1725 Concrete Pavement Replacement SHES	910.000 SY	_____.	_____.
0300	440.4410 Incentive IRI Ride	25,280.000 DOL	_____1.00000	25,280.00
0310	455.0605 Tack Coat	8,068.000 GAL	_____.	_____.
0320	460.2000 Incentive Density HMA Pavement	32,620.000 DOL	_____1.00000	32,620.00



## Proposal Schedule of Items

Page 3 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	460.2010 Incentive Air Voids HMA Pavement	28,170.000 DOL	.1.00000	28,170.00
0340	460.4110.S Reheating HMA Pavement Longitudinal Joints	134,041.000 LF		
0350	460.5223 HMA Pavement 3 LT 58-28 S	3,277.000 TON		
0360	460.5224 HMA Pavement 4 LT 58-28 S	2,334.000 TON		
0370	460.6223 HMA Pavement 3 MT 58-28 S	18,995.000 TON		
0380	460.6424 HMA Pavement 4 MT 58-28 H	12,269.000 TON		
0390	465.0105 Asphaltic Surface	510.000 TON		
0400	465.0110 Asphaltic Surface Patching	200.000 TON		
0410	502.0100 Concrete Masonry Bridges	594.000 CY		
0420	502.3200 Protective Surface Treatment	896.000 SY		
0430	502.3210 Pigmented Surface Sealer	218.000 SY		
0440	503.0146 Prestressed Girder Type I 45W-Inch	960.000 LF		
0450	504.0100 Concrete Masonry Culverts	48.000 CY		
0460	505.0400 Bar Steel Reinforcement HS Structures	12,250.000 LB		
0470	505.0600 Bar Steel Reinforcement HS Coated Structures	74,780.000 LB		
0480	506.2605 Bearing Pads Elastomeric Non-Laminated	20.000 EACH		



## Proposal Schedule of Items

Page 4 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	506.4000 Steel Diaphragms (structure) 01. B-5-408	8.000 EACH	_____.	_____.
0500	506.4000 Steel Diaphragms (structure) 01. B-5-409	8.000 EACH	_____.	_____.
0510	509.1500 Concrete Surface Repair	55.000 SF	_____.	_____.
0520	511.1200 Temporary Shoring (structure) 01. B-5-35	980.000 SF	_____.	_____.
0530	516.0500 Rubberized Membrane Waterproofing	59.000 SY	_____.	_____.
0540	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2.000 EACH	_____.	_____.
0550	550.0500 Pile Points	40.000 EACH	_____.	_____.
0560	550.1100 Piling Steel HP 10-Inch X 42 Lb	4,050.000 LF	_____.	_____.
0570	601.0150 Concrete Curb Integral Type D	10.000 LF	_____.	_____.
0580	601.0411 Concrete Curb & Gutter 30-Inch Type D	68.000 LF	_____.	_____.
0590	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	1,333.000 LF	_____.	_____.
0600	601.0600 Concrete Curb Pedestrian	35.000 LF	_____.	_____.
0610	602.0415 Concrete Sidewalk 6-Inch	100.000 SF	_____.	_____.
0620	602.0505 Curb Ramp Detectable Warning Field Yellow	20.000 SF	_____.	_____.
0630	603.8000 Concrete Barrier Temporary Precast Delivered	335.000 LF	_____.	_____.





## Proposal Schedule of Items

Page 5 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0640	603.8125 Concrete Barrier Temporary Precast Installed	335.000 LF	_____.	_____.
0650	606.0300 Riprap Heavy	1,179.000 CY	_____.	_____.
0660	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	112.000 LF	_____.	_____.
0670	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	696.000 LF	_____.	_____.
0680	611.0530 Manhole Covers Type J	1.000 EACH	_____.	_____.
0690	611.0615 Inlet Covers Type F	10.000 EACH	_____.	_____.
0700	611.0624 Inlet Covers Type H	1.000 EACH	_____.	_____.
0710	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0720	611.3004 Inlets 4-FT Diameter	6.000 EACH	_____.	_____.
0730	611.3253 Inlets 2.5x3-FT	5.000 EACH	_____.	_____.
0740	611.8115 Adjusting Inlet Covers	2.000 EACH	_____.	_____.
0750	612.0406 Pipe Underdrain Wrapped 6-Inch	300.000 LF	_____.	_____.
0760	614.0010 Barrier System Grading Shaping Finishing	5.000 EACH	_____.	_____.
0770	614.0150 Anchor Assemblies for Steel Plate Beam Guard	8.000 EACH	_____.	_____.
0780	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	_____.	_____.
0790	614.0230 Steel Thrie Beam	645.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 6 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0800	614.0905 Crash Cushions Temporary	1.000 EACH	_____.	_____.
0810	614.0920 Salvaged Rail	4,153.000 LF	_____.	_____.
0820	614.2300 MGS Guardrail 3	2,813.000 LF	_____.	_____.
0830	614.2500 MGS Thrie Beam Transition	200.000 LF	_____.	_____.
0840	614.2610 MGS Guardrail Terminal EAT	8.000 EACH	_____.	_____.
0850	614.2620 MGS Guardrail Terminal Type 2	5.000 EACH	_____.	_____.
0860	619.1000 Mobilization	1.000 EACH	_____.	_____.
0870	620.0300 Concrete Median Sloped Nose	150.000 SF	_____.	_____.
0880	624.0100 Water	63.000 MGAL	_____.	_____.
0890	625.0500 Salvaged Topsoil	2,805.000 SY	_____.	_____.
0900	628.1104 Erosion Bales	30.000 EACH	_____.	_____.
0910	628.1504 Silt Fence	5,300.000 LF	_____.	_____.
0920	628.1520 Silt Fence Maintenance	5,300.000 LF	_____.	_____.
0930	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0940	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0950	628.2002 Erosion Mat Class I Type A	1,165.000 SY	_____.	_____.
0960	628.2023 Erosion Mat Class II Type B	1,640.000 SY	_____.	_____.



## Proposal Schedule of Items

Page 7 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0970	628.7015 Inlet Protection Type C	11.000 EACH	_____.	_____.
0980	628.7504 Temporary Ditch Checks	20.000 LF	_____.	_____.
0990	628.7555 Culvert Pipe Checks	10.000 EACH	_____.	_____.
1000	628.7570 Rock Bags	50.000 EACH	_____.	_____.
1010	629.0210 Fertilizer Type B	1.900 CWT	_____.	_____.
1020	630.0140 Seeding Mixture No. 40	50.000 LB	_____.	_____.
1030	630.0200 Seeding Temporary	76.000 LB	_____.	_____.
1040	633.5200 Markers Culvert End	23.000 EACH	_____.	_____.
1050	634.0612 Posts Wood 4x6-Inch X 12-FT	44.000 EACH	_____.	_____.
1060	634.0614 Posts Wood 4x6-Inch X 14-FT	70.000 EACH	_____.	_____.
1070	634.0616 Posts Wood 4x6-Inch X 16-FT	28.000 EACH	_____.	_____.
1080	634.0618 Posts Wood 4x6-Inch X 18-FT	46.000 EACH	_____.	_____.
1090	637.2210 Signs Type II Reflective H	1,984.210 SF	_____.	_____.
1100	637.2215 Signs Type II Reflective H Folding	298.400 SF	_____.	_____.
1110	637.2230 Signs Type II Reflective F	459.540 SF	_____.	_____.
1120	638.2602 Removing Signs Type II	232.000 EACH	_____.	_____.
1130	638.3000 Removing Small Sign Supports	186.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 8 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1140	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
1150	643.0100 Traffic Control (project) 01. 4190-16-71	1.000 EACH	_____.	_____.
1160	643.0300 Traffic Control Drums	4,318.000 DAY	_____.	_____.
1170	643.0420 Traffic Control Barricades Type III	17,988.000 DAY	_____.	_____.
1180	643.0705 Traffic Control Warning Lights Type A	23,398.000 DAY	_____.	_____.
1190	643.0715 Traffic Control Warning Lights Type C	3,042.000 DAY	_____.	_____.
1200	643.0800 Traffic Control Arrow Boards	11.000 DAY	_____.	_____.
1210	643.0900 Traffic Control Signs	5,429.000 DAY	_____.	_____.
1220	643.0910 Traffic Control Covering Signs Type I	15.000 EACH	_____.	_____.
1230	643.0920 Traffic Control Covering Signs Type II	16.000 EACH	_____.	_____.
1240	643.1000 Traffic Control Signs Fixed Message	330.000 SF	_____.	_____.
1250	643.1050 Traffic Control Signs PCMS	122.000 DAY	_____.	_____.
1260	643.2000 Traffic Control Detour (project) 01. 4190-16-71	1.000 EACH	_____.	_____.
1270	643.3000 Traffic Control Detour Signs	36,406.000 DAY	_____.	_____.
1280	645.0120 Geotextile Type HR	1,898.000 SY	_____.	_____.
1290	645.0140 Geotextile Type SAS	400.000 SY	_____.	_____.
1300	646.0106 Pavement Marking Epoxy 4-Inch	69,675.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 9 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1310	646.0126 Pavement Marking Epoxy 8-Inch	7,964.000 LF	_____.	_____.
1320	647.0110 Pavement Marking Railroad Crossings Epoxy	13.000 EACH	_____.	_____.
1330	647.0166 Pavement Marking Arrows Epoxy Type 2	20.000 EACH	_____.	_____.
1340	647.0356 Pavement Marking Words Epoxy	10.000 EACH	_____.	_____.
1350	647.0456 Pavement Marking Curb Epoxy	511.000 LF	_____.	_____.
1360	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	53.000 LF	_____.	_____.
1370	647.0606 Pavement Marking Island Nose Epoxy	9.000 EACH	_____.	_____.
1380	647.0786 Pavement Marking Crosswalk Epoxy 18-Inch	280.000 LF	_____.	_____.
1390	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	594.000 LF	_____.	_____.
1400	650.4000 Construction Staking Storm Sewer	14.000 EACH	_____.	_____.
1410	650.4500 Construction Staking Subgrade	1,700.000 LF	_____.	_____.
1420	650.5000 Construction Staking Base	1,700.000 LF	_____.	_____.
1430	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,333.000 LF	_____.	_____.
1440	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.	_____.
1450	650.6500 Construction Staking Structure Layout (structure) 01. B-5-408	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 10 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1460	650.6500 Construction Staking Structure Layout (structure) 02. B-5-409	LS	LUMP SUM	_____.
1470	650.6500 Construction Staking Structure Layout (structure) 03. B-5-35	LS	LUMP SUM	_____.
1480	650.8000 Construction Staking Resurfacing Reference	33,080.000 LF	_____.	_____.
1490	650.8500 Construction Staking Electrical Installations (project) 01. 4190-16-71	LS	LUMP SUM	_____.
1500	650.9910 Construction Staking Supplemental Control (project) 01. 4190-16-71	LS	LUMP SUM	_____.
1510	650.9920 Construction Staking Slope Stakes	2,900.000 LF	_____.	_____.
1520	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	9,695.000 LF	_____.	_____.
1530	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	510.000 LF	_____.	_____.
1540	652.0605 Conduit Special 2-Inch	670.000 LF	_____.	_____.
1550	652.0800 Conduit Loop Detector	1,920.000 LF	_____.	_____.
1560	652.0900 Loop Detector Slots	1,515.000 LF	_____.	_____.
1570	653.0105 Pull Boxes Steel 12x24-Inch	4.000 EACH	_____.	_____.
1580	653.0905 Removing Pull Boxes	73.000 EACH	_____.	_____.
1590	654.0101 Concrete Bases Type 1	1.000 EACH	_____.	_____.
1600	654.0110 Concrete Bases Type 10	2.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 11 of 15

Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1610	654.0113 Concrete Bases Type 13	10.000 EACH	_____.	_____.
1620	655.0210 Cable Traffic Signal 3-14 AWG	5,840.000 LF	_____.	_____.
1630	655.0230 Cable Traffic Signal 5-14 AWG	8,310.000 LF	_____.	_____.
1640	655.0240 Cable Traffic Signal 7-14 AWG	7,350.000 LF	_____.	_____.
1650	655.0250 Cable Traffic Signal 9-14 AWG	1,980.000 LF	_____.	_____.
1660	655.0260 Cable Traffic Signal 12-14 AWG	5,360.000 LF	_____.	_____.
1670	655.0305 Cable Type UF 2-12 AWG Grounded	3,140.000 LF	_____.	_____.
1680	655.0515 Electrical Wire Traffic Signals 10 AWG	8,760.000 LF	_____.	_____.
1690	655.0610 Electrical Wire Lighting 12 AWG	1,800.000 LF	_____.	_____.
1700	655.0700 Loop Detector Lead In Cable	20,260.000 LF	_____.	_____.
1710	655.0800 Loop Detector Wire	6,720.000 LF	_____.	_____.
1720	657.0100 Pedestal Bases	18.000 EACH	_____.	_____.
1730	657.0420 Traffic Signal Standards Aluminum 13-FT	3.000 EACH	_____.	_____.
1740	657.0425 Traffic Signal Standards Aluminum 15-FT	14.000 EACH	_____.	_____.
1750	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	_____.	_____.
1760	657.1350 Install Poles Type 10	2.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1770	657.1360 Install Poles Type 13	10.000 EACH	_____.	_____.
1780	657.1530 Install Monotube Arms 30-FT	2.000 EACH	_____.	_____.
1790	657.1535 Install Monotube Arms 35-FT	1.000 EACH	_____.	_____.
1800	657.1540 Install Monotube Arms 40-FT	7.000 EACH	_____.	_____.
1810	657.1550 Install Monotube Arms 50-FT	2.000 EACH	_____.	_____.
1820	657.1812 Install Luminaire Arms Steel 12-FT	12.000 EACH	_____.	_____.
1830	658.0110 Traffic Signal Face 3-12 Inch Vertical	40.000 EACH	_____.	_____.
1840	658.0115 Traffic Signal Face 4-12 Inch Vertical	29.000 EACH	_____.	_____.
1850	658.0165 Traffic Signal Face 5-12 Inch Horizontal	2.000 EACH	_____.	_____.
1860	658.0215 Backplates Signal Face 3 Section 12-Inch	40.000 EACH	_____.	_____.
1870	658.0220 Backplates Signal Face 4 Section 12-Inch	29.000 EACH	_____.	_____.
1880	658.0225 Backplates Signal Face 5 Section 12-Inch	2.000 EACH	_____.	_____.
1890	658.0416 Pedestrian Signal Face 16-Inch	1.000 EACH	_____.	_____.
1900	658.0500 Pedestrian Push Buttons	1.000 EACH	_____.	_____.
1910	658.0600 Led Modules 12-Inch Red Ball	42.000 EACH	_____.	_____.
1920	658.0605 Led Modules 12-Inch Yellow Ball	40.000 EACH	_____.	_____.





## Proposal Schedule of Items

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Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1930	658.0610 Led Modules 12-Inch Green Ball	40.000 EACH	_____.	_____.
1940	658.0615 Led Modules 12-Inch Red Arrow	29.000 EACH	_____.	_____.
1950	658.0620 Led Modules 12-Inch Yellow Arrow	62.000 EACH	_____.	_____.
1960	658.0625 Led Modules 12-Inch Green Arrow	33.000 EACH	_____.	_____.
1970	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	1.000 EACH	_____.	_____.
1980	658.5069 Signal Mounting Hardware (location) 01. STH 32 and Lombardi Avenue	LS	LUMP SUM	_____.
1990	658.5069 Signal Mounting Hardware (location) 02. STH 32 and Potts Avenue	LS	LUMP SUM	_____.
2000	658.5069 Signal Mounting Hardware (location) 03. STH 32 and Cormier Road	LS	LUMP SUM	_____.
2010	658.5069 Signal Mounting Hardware (location) 04. STH 32 and Pilgrim Way	LS	LUMP SUM	_____.
2020	658.5069 Signal Mounting Hardware (location) 05. STH 32 and Vanderperren Way	LS	LUMP SUM	_____.
2030	658.5069 Signal Mounting Hardware (location) 06. STH 32 and Hansen Road	LS	LUMP SUM	_____.
2040	659.1120 Luminaires Utility LED B	12.000 EACH	_____.	_____.
2050	690.0150 Sawing Asphalt	4,067.000 LF	_____.	_____.
2060	690.0250 Sawing Concrete	915.000 LF	_____.	_____.
2070	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	_____1.00000	500.00



## Proposal Schedule of Items

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Proposal ID: 20161213025

Project(s): 4190-16-71, 4190-16-72

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2080	715.0502 Incentive Strength Concrete Structures	3,564.000 DOL	.1.00000	3,564.00
2090	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	.5.00000	12,000.00
2100	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,100.000 HRS	.5.00000	10,500.00
2110	SPV.0060 Special 01. Pull Boxes Non-Conductive 24x42-Inch	87.000 EACH	_____.	_____.
2120	SPV.0060 Special 02. Relocate Railroad Blank Out Sign	6.000 EACH	_____.	_____.
2130	SPV.0060 Special 03. HMA PWL Test Strips	2.000 EACH	_____.	_____.
2140	SPV.0090 Special 01. - Smooth Steel Pipe 18-Inch	42.000 LF	_____.	_____.
2150	SPV.0090 Special 02. - Pipe Underdrain Railroad 6-Inch	297.000 LF	_____.	_____.
2160	SPV.0105 Special 01. Remove Traffic Signal - Lombardi	LS	LUMP SUM	_____.
2170	SPV.0105 Special 02. Remove Traffic Signal - McCarthy	LS	LUMP SUM	_____.
2180	SPV.0105 Special 03. Remove Traffic Signal - Cormier	LS	LUMP SUM	_____.
2190	SPV.0105 Special 04. Remove Traffic Signal - Pilgrim	LS	LUMP SUM	_____.
2200	SPV.0105 Special 05. Remove Traffic Signal Vanderperren	LS	LUMP SUM	_____.
2210	SPV.0105 Special 06. Remove Traffic Signal - Hansen	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.

Total Bid: \_\_\_\_\_.



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**