#### HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation DT1502 01/2020 s.66.0901(7) Wis. Stats

**FEDERAL ID** 

WISC 2025547

WISC 2025496

STATE ID

1030-43-71

1030-43-72

Notice of Award Dated

PROJECT DESCRIPTION **HIGHWAY COUNTY** IH 41 Mitchell I/C. IH 041 Milwaukee WB I43/I94 35th-Rawson-Howard

IH 041

Proposal Number:

Milwaukee

IH 41 Mitchell I/C, EB I43/I94 35th-Rawson-Howard

# **ADDENDUM REQUIRED**

## ATTACHED AT BACK

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

Proposal Guaranty Required: \$900,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: July 8, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  SAMPLE
Contract Completion Time September 30, 2026	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

this proposal bid.

Oo not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.		
Subscribed and sworn to before me this date		
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)	
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)	
(Date Commission Expires)	(Bidder Title)	
Notary Seal		

## For Department Use Only Type of Work: Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Structure Rehabilitation, Culvert Pipe, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, ITS and Restoration.

**Date Guaranty Returned** 

## PLEASE ATTACH PROPOSAL GUARANTY HERE

## 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.

#### **BID PREPARATION**

### Preparing the Proposal Schedule of Items

#### A. General

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

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

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

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

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

other files on the diskette or CD ROM.

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
  - https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx
  - Use Expedite<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 □ □ 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 TM 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
- (4) The bidder-submitted printout of the Expedite □ □ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  - 1. The check code printed on the bottom of the printout of the Expedite TM generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite TM 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.

#### **B 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.

DT1303 1/2006

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)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Dat	te)
State of Wisconsin )		State of Wisconsin	)
County ) s	SS.		) ss. _County )
On the above date, this instrument was acknowledged named person(s).	before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wi	isconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal 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

(Date)

Time Period Valid (I	From/To)
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation
•	that an annual bid bond issued by the above-named Surety is currently on file with the artment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

## 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.

Name of Subcontractor	Class of Work	Estimated Value

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

#### Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

- 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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## STSP'S Revised January 8, 2025 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 1030-43-71, IH 41 Mitchell I/C, WB I43/I94 35th – Rawson – Howard, IH 41; and 1030-43-72, IH 41 Mitchell I/C, EB I43/I94 35th-Rawson-Howard, IH 41 in Milwaukee 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, 2025 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 (20250108)

## 2. Scope of Work.

The work under this contract shall consist of removals, base aggregate, rip rap, base patching, asphaltic surface milling, HMA pavement, high friction surface treatment, concrete barrier wall, bridge approach slab repairs, retaining wall repairs, tunnel repairs, storm sewer, erosion control, permanent signing, intelligent transportation systems, temporary and final pavement marking, traffic control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

Structures that have work:

B-40-821, B-40-827, B-40-832, R-40-372, R-40-373, R-40-374, R-40-375, R-40-382, R-40-383, R-40-398, R-40-400, R-40-403, R-40-417, R-40-439.

104-005 (20090901)

#### 3. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Emergency pavement repair items have been included in the contract. The contractor is responsible for emergency pavement repairs within the project limits for the duration of the project, including during the winter shutdown, from November 16, 2025 to the start of work in 2026.

#### Winter Shutdown

Winter shutdown will commence with the completion of the base patching and approach slab repairs in the Fall of 2025. Do not resume work until March 16, 2026 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2026. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

#### **Contractor Coordination**

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

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engineering action or input. Submit plans for all traffic control for review by the engineer and approval a minimum of two weeks prior to implementation.

#### **Echelon Paving**

The paving is required to be done in echelon for the lower and upper HMA layers. Refer to the traffic control staging typical sections for location and stage information.

For echelon paving, the trailing paver must stay close enough to the lead paver to maintain a temperature greater than 200 degrees fahrenheit where the joint from the two pavers comes together.

Joints that are required to be paved in echelon within the contract documents are not eligible for the Incentive Density HMA Pavement Longitudinal Joints incentive/disincentive item.

#### **Asphalt Paver Ski**

A non-contacting ultrasonic grade control ski must be utilized on each paver during paving operations. The use of each ski will be incidental to the HMA Pavement items. It is not required on intersection tie ins, paved shoulders, and any non-travel lane areas.

#### **Driving Surface**

Lane closures shall not be reopened to traffic after milling without the lower lift being paved. Traffic is not allowed on a milled surface.

#### **Definitions - Freeway Work Restrictions**

The following definitions apply to the contract for work restrictions:

System Ramps - Freeway to freeway ramps

Service Ramps - Freeway to/from local road ramps

#### **Schedule of Operations**

- All work is to be performed during allowed nighttime closures, excepted as identified in the special provisions.
- All closures are nighttime closures. All travel lanes are to be fully open to traffic during the day, except as identified in the special provisions.

#### 1030-43-71

#### Stage 1

- Base patch median shoulder and lanes 1 & 2 of IH 94 NB
- Repair median barrier along IH 94 northbound
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 2

- Base patch shoulders and lanes of Mitchell Interchange ramp SN
- Base patch outside shoulder and lanes 3, 4 & 5 of IH 94 northbound from IH 894 northbound entrance ramp to Howard Ave
- Repair outside shoulder barrier along IH 94 northbound
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 3

- Base patch outside shoulder and lanes 3 & 4 of IH 94 northbound from beginning of project to IH 894 exit ramp

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- Begin repair work on Tunnel B-40-821 within work zone
- Base patch inside shoulder and lanes 1 & 2 of Mitchell Interchange ramp SW
- Base patch inside shoulder and lanes 1 & 2 of IH 894 westbound
- Repair approach slabs within work zone
- Place pavement marking as needed

- Base patch outside shoulder and lanes 3 & 4 of Mitchell Interchange ramp SW from Edgerton Avenue to the IH 94 northbound exit ramp
- Continue and complete repair work on Tunnel B-40-821 within work zone
- Base patch outside shoulder and lane 3 of Mitchell Interchange ramp SW from the IH 94 northbound exit ramp to IH 894 westbound
- Base patch outside shoulder and lanes 3, 4 & 5 of IH 894 westbound
- Repair outside shoulder barrier along IH 894 westbound
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 5

- Base patch all lanes and shoulders of northbound CD Road
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 6

- Mill off existing asphalt and place binder layer of HMA on median shoulder and lanes 1 & 2 of IH
   94 NB
- Place temporary pavement marking

#### Stage 7

- Mill off existing asphalt and place binder layer of HMA on shoulders and lanes of Mitchell Interchange ramp SN
- Mill off existing asphalt and place binder layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 94 northbound from IH 894 northbound entrance ramp to Howard Ave
- Place temporary pavement marking

#### Stage 8

- Mill off existing asphalt and place binder layer of HMA on outside shoulder and lanes 3 & 4 of IH
   94 northbound from beginning of project to IH
   894 exit ramp
- Mill off existing asphalt and place binder layer of HMA on inside shoulder and lanes 1 & 2 of Mitchell Interchange ramp SW
- Mill off existing asphalt and place binder layer of HMA on inside shoulder and lanes 1 & 2 of IH 894 westbound
- Place temporary pavement marking

#### Stage 9

 Mill off existing asphalt and place binder layer of HMA on outside shoulder and lanes 3 & 4 of Mitchell Interchange ramp SW from Edgerton Avenue to the IH 94 northbound exit ramp

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- Mill off existing asphalt and place binder layer of HMA on outside shoulder and lane 3 of Mitchell
   Interchange ramp SW from the IH 94 northbound exit ramp to IH 894 westbound
- Mill off existing asphalt and place binder layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 894 westbound
- Place temporary pavement marking

- Mill off existing asphalt and place binder layer of HMA on all lanes and shoulders of northbound CD Road
- Place temporary pavement marking

#### Stage 11

- Place finish layer of HMA on median shoulder and lanes 1 & 2 of IH 94 northbound
- Place temporary pavement marking

#### Stage 12

- Place finish layer of HMA on shoulders and lanes of Mitchell Interchange ramp SN
- Place finish layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 94 northbound from IH 894 northbound entrance ramp to Howard Ave
- Place temporary pavement marking

#### Stage 13

- Place finish layer of HMA on outside shoulder and lanes 3 & 4 of IH 94 northbound from beginning of project to IH 894 exit ramp
- Place finish layer of HMA on inside shoulder and lanes 1 & 2 of Mitchell Interchange ramp SW
- Place finish layer of HMA on inside shoulder and lanes 1 & 2 of IH 894 westbound
- Place temporary pavement marking

#### Stage 14

- Place finish layer of HMA on outside shoulder and lanes 3 & 4 of Mitchell Interchange ramp SW from Edgerton Avenue to the IH 94 northbound exit ramp
- Place finish layer of HMA on outside shoulder and lane 3 of Mitchell Interchange ramp SW from the IH 94 northbound exit ramp to IH 894 westbound
- Place finish layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 894 westbound
- Place temporary pavement marking

#### Stage 15

- Place finish layer of HMA on all lanes and shoulders of northbound CD Road
- Place temporary pavement marking

#### Stage 16

- Place high friction surface treatment on lanes 1 & 2 of IH 94 northbound as indicated in the plans
- Place permanent pavement markings on inside shoulder and lanes 1 & 2 of IH 94 northbound

#### Stage 17

 Place high friction surface treatment on lanes 3, 4 & 5 of IH 94 northbound as indicated in the plans

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- Place high friction surface treatment on Mitchell Interchange ramp SN as indicated in the plans
- Place permanent pavement markings on outside shoulder and lanes 3, 4 & 5 of IH 94 northbound from IH 894 northbound entrance ramp to Howard Ave
- Place permanent pavement markings on shoulders and lanes of Mitchell Interchange ramp SN

- Place high friction surface treatment on lanes 1 & 2 of Mitchell Interchange ramp SW as indicated in the plans
- Place permanent pavement markings on outside shoulder and lanes 3 & 4 of IH 94 northbound from beginning of project to IH 894 exit ramp
- Place permanent pavement markings on inside shoulder and lanes 1 & 2 of Mitchell Interchange ramp SW
- Place permanent pavement markings on inside shoulder and lanes 1 & 2 of IH 894 westbound

#### Stage 19

- Place high friction surface treatment on lane 3 of Mitchell Interchange ramp SW as indicated in the plans
- Place permanent pavement markings on outside shoulder and lanes 3 & 4 of Mitchell Interchange ramp SW from Edgerton to the IH 94 northbound exit ramp
- Place permanent pavement markings on outside shoulder and lane 3 of Mitchell Interchange ramp SW from the IH 94 northbound exit ramp to IH 894 westbound
- Place permanent pavement markings on outside shoulder and lanes 3, 4 & 5 of IH 894 westbound

#### Stage 20

Place permanent pavement markings on all lanes and shoulders of northbound CD Road

#### 13th Street

- Drainage improvements in the east terrace

#### 20th Street

- Rout and seal at ends of structure B-40-833
- Repair expansion joints
- Repair concrete pavement approach slabs

#### 27th Street

- Rout and seal at ends of structures B-40-835 & B-40-836
- Repair expansion joints
- Repair concrete pavement approach slabs

#### **Edgerton Avenue**

- Drainage improvements in the north terrace

#### College Avenue NE Park & Ride

- Replace curb ramps as indicated
- Construct fence

#### 1030-43-72

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- Base patch median shoulder and lanes 1 & 2 of IH 94 southbound from beginning of project to southbound CD Road exit
- Base patch median shoulder and lane 1 of IH 94 southbound from southbound CD Road exit to end of project
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 1B

- Base patch lane 2 of IH 94 southbound from southbound CD Road exit to end of project
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 2

- Base patch outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from Howard Avenue to southbound CD Road
- Base patch all lanes and shoulders of southbound CD Road
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 3 – Overnight System Ramp Closure

- Base patch Mitchell Interchange ramp NW
- Repair outside shoulder barrier along Mitchell Interchange ramp NW
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 4

- Base patch inside shoulder and lanes 1 & 2 of IH 894 eastbound
- Base patch inside shoulder and lane 1 of Mitchell Interchange ramp WS
- Repair median barrier along Mitchell Interchange ramp WS
- Place pavement marking as needed

#### Stage 5

- Base patch outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from beginning of project to Mitchell Interchange ramp WS
- Base patch outside shoulder and lanes 2 & 3 of Mitchell Interchange ramp WS
- Repair approach slabs within work zone
- Place pavement marking as needed

#### Stage 6 - Overnight System Ramp Closure

- Base patch outside shoulder and lanes 3 & 4 of IH 894 eastbound
- Base patch Mitchell Interchange ramp WN
- Repair approach slabs within work zone
- Complete repair work on Tunnels B-40-827 & B-40-832 within work zone

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- Install ITS on IH 894 EB near 35th Street
- Place pavement marking as needed

- Mill off existing asphalt and place binder layer of HMA on median shoulder and lanes 1 & 2 of IH
   94 southbound from beginning of project to southbound CD Road exit
- Mill off existing asphalt and place binder layer of HMA on median shoulder and lane 1 of IH 94 southbound from southbound CD Road exit to end of project
- Place temporary pavement marking

#### Stage 7B

- Mill off existing asphalt and place binder layer of HMA on lane 2 of IH 94 southbound from southbound CD Road exit to end of project
- Place temporary pavement marking

#### Stage 8

- Mill off existing asphalt and place binder layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from Howard Avenue to southbound CD Road
- Mill off existing asphalt and place binder layer of HMA on all lanes and shoulders of southbound CD Road
- Place temporary pavement marking

#### Stage 9 - Extended System Ramp Closure

- Mill off existing asphalt and place binder & finish layers of HMA on Mitchell Interchange ramp NW
- Place temporary pavement marking

#### Stage 10

- Mill off existing asphalt and place binder layer of HMA on inside shoulder and lanes 1 & 2 of IH
   894 eastbound
- Mill off existing asphalt and place binder layer of HMA on inside shoulder and lane 1 of Mitchell Interchange ramp WS
- Place temporary pavement marking

#### Stage 11

- Mill off existing asphalt and place binder layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from beginning of project to Mitchell Interchange ramp WS
- Mill off existing asphalt and place binder layer of HMA on outside shoulder and lanes 2 & 3 of Mitchell Interchange ramp WS
- Place temporary pavement marking

#### Stage 12 - Extended System Ramp Closure

- Mill off existing asphalt and place binder & finish layers of HMA on outside shoulder and lanes 3
   & 4 of IH 894 eastbound
- Mill off existing asphalt and place binder & finish layers of HMA on Mitchell Interchange ramp WN
- Place temporary pavement marking

#### Stage 13

 Place finish layer of HMA on median shoulder and lanes 1 & 2 of IH 94 southbound from beginning of project to southbound CD Road exit

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- Place finish layer of HMA on median shoulder and lane 1 of IH 94 southbound from southbound
   CD Road exit to end of project
- Place temporary pavement marking

#### Stage 13B

- Place finish layer of HMA on lane 2 of IH 94 southbound from southbound CD Road exit to end of project
- Place temporary pavement marking

#### Stage 14

- Place finish layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from Howard Avenue to southbound CD Road
- Place finish layer of HMA on all lanes and shoulders of southbound CD Road
- Place temporary pavement marking

#### Stage 15

- Place finish layer of HMA on inside shoulder and lanes 1 & 2 of IH 894 eastbound
- Place finish layer of HMA on inside shoulder and lane 1 of Mitchell Interchange ramp WS
- Place temporary pavement marking

#### Stage 16

- Place finish layer of HMA on outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from beginning of project to Mitchell Interchange ramp WS
- Place finish layer of HMA on outside shoulder and lanes 2 & 3 of Mitchell Interchange ramp WS
- Place temporary pavement marking

#### Stage 17 – Overnight System Ramp Closure

- Place high friction surface treatment on Mitchell Interchange ramp WN as indicated in the plans
- Place permanent pavement markings on outside shoulder and lanes 3 & 4 of IH 894 eastbound
- Place permanent pavement markings on Mitchell Interchange ramp WN

#### Stage 18

- Place high friction surface treatment on lanes 1 & 2 of IH 94 southbound as indicated in the plans
- Place permanent pavement markings on median shoulder and lanes 1 & 2 of IH 94 southbound from beginning of project to end of project

#### Stage 19

- Place high friction surface treatment on lanes 3, 4 & 5 of IH 94 southbound as indicated in the plans
- Place permanent pavement markings outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from Howard Avenue to southbound CD Road
- Place permanent pavement markings all lanes and shoulders of southbound CD Road

#### <u>Stage 20 – Overnight System Ramp Closure</u>

Place permanent pavement markings on Mitchell Interchange ramp NW

#### Stage 21

 Place high friction surface treatment on lane 1 of Mitchell Interchange ramp WS as indicated in the plans

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- Place permanent pavement markings on inside shoulder and lanes 1 & 2 of IH 894 eastbound
- Place permanent pavement markings on inside shoulder and lane 1 of Mitchell Interchange ramp WS

- Place high friction surface treatment on lanes 2 & 3 of Mitchell Interchange ramp WS as indicated in the plans
- Place permanent pavement markings on outside shoulder and lanes 3, 4 & 5 of IH 94 southbound from beginning of project to Mitchell Interchange ramp WS
- Place permanent pavement markings on outside shoulder and lanes 2 & 3 of Mitchell Interchange ramp WS

#### College Avenue SW Park & Ride

- Mill and overlay existing pavement. Stage so that at least 155 parking stalls are available at all times
- Place permanent pavement markings
- Repair damaged curb sections
- Replace curb ramps as indicated
- Construct Fence

#### **Peak Hours**

- Weekday

5:30 AM – 9:00 PM Monday, Tuesday, Wednesday, Thursday (2 – 3 lane segments)
 5:30 AM – 7:00 PM Monday, Tuesday, Wednesday, Thursday (4 lane segments)
 5:30 AM – 9:00 PM Friday (all segments)

Weekend

8:00 AM – 9:00 PM Saturday (all segments)
 8:00 AM – 9:00 PM Sunday (2 – 3 lane segments)
 8:00 AM – 7:00 PM Sunday (4 lane segments)

- No weekday or weekend peak hour lane closures are allowed.
- Do not close freeway lanes or shoulders and ensure that the freeways are entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours.

#### Off-Peak Hours (Single Lane Closure Hours)

Weekday

· 7:00 PM – 9:00 PM Monday, Tuesday, Wednesday, Thursday (4 lane segments)

Weekend

7:00 PM – 9:00 PM Sunday (4 lane segments)

- No weekday or weekend off-peak two-lane closures are allowed.
- One freeway lane and/or shoulder may be closed on the freeway and system ramps, during Weekday Off-Peak and Weekend Off-Peak Hours but it must be approved by the engineer.

#### **Night Time Hours**

- 9:00 PM 5:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM) (all segments)
- 9:00 PM 8:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM) (all segments)
- Provide a minimum of one lane in each direction of the freeway that is entirely clear for traffic during Night Time Hours except as allowed during full closure.

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#### **Full Freeway Closure Hours**

- 11:00 PM 4:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
- 11:00 PM 4:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

#### System Ramp WS and Ramp SW Closure Hours

- 11:00 PM 4:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
- 11:00 PM 6:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

#### **System Ramp NW and Ramp WN Closure Hours**

- 9:00 PM 4:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
- 9:00 PM 6:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

#### System Ramp NS and Ramp SN Closure Hours

- 9:00 PM 4:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
- 11:00 PM 6:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

## Extended System Ramp Closure Hours (Ramp NW & Ramp WN)

- 9:00 PM 4:30 AM (Friday PM to Monday AM)
- System interchange Ramp NW and Ramp WN may have two extended ramp closures each, but they must be approved by the engineer. During the Extended System Ramp Closure, it is expected that work should be actively occurring during the closure, and the ramps opened as soon as work is completed.

#### Extended Weekend Single Lane Closure Hours for Concrete Barrier Wall Repairs

- 9:00 PM 4:30 AM (Friday PM to Monday AM)
- One extended weekend single lane closure will be allowed at locations where concrete barrier wall repairs are required. Coordinate Lane Closure with Project 1100-45-70 for lane closure along the SW Ramp.

#### **CD Road Closure Hours**

- 9:00 PM 4:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
- 9:00 PM 4:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)
- Service ramps adjacent to closed CD Road will also be closed during CD Road closure.

#### Service Ramp and Local Road Closure Hours

- 9:00 PM 6:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
- 9:00 PM 8:30 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)
- Service ramp closures will be permitted during these designated hours unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane closures.

#### **Ramp Closures**

No two consecutive entrance ramps or consecutive exit ramps may be closed unless it is approved by the engineer.

All entrance and exit ramps shall be posted seven business days in advance of their closure with dates and time of closure.

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#### **Consecutive Ramp Closure Exception**

There will be times when construction operations will force the closure of the ends of the CD Roads or System Ramps.

During that time there will need to be consecutive ramps closed. The contractor will be allowed to close the following consecutive ramps during the CD Road Closure Hours for the CD Roads, and during the Extended Ramp Closure Hours for the WN and NW Ramps.

Project 1030-43-71

- NB College Avenue Entrance Ramp, northbound Layton Avenue Exit Ramp, northbound Airport Ramp Exit and Entrance Ramp.
- · WN Ramp and eastbound 27th Street Entrance Ramps (alignments TH and TB).

Project 1030-43-72

- SB College Avenue Exit Ramp, southbound Layton Avenue Entrance Ramp, southbound Airport Ramp Exit and Entrance Ramp.
- · NW Ramp and westbound 27th Street Exit Ramp.

#### **Detours**

Maintain detours as shown in the plans for full freeway closures and system ramp closures. There are restrictions on when the detours can be in place. The list below includes the restrictions between Projects 1030-43-71 and 1030-43-72.

#### 1030-43-71 Detour Restrictions within Project 1030-43-71

During detour "12" northbound airport ramp - Howell to Layton & Howell to Howard

· Do not close 27th Street entrance ramp to westbound IH 894

## 1030-43-71 Detour Restrictions with Project 1030-43-72

During detour "11" northbound College Avenue entrance ramp – southbound IH 41/IH 94 to Rawson Avenue

 Project 1030-43-72: College Avenue entrance ramp to southbound IH 94 during Detour "11" must remain open.

During detour "14" SN ramp - Airport spur to Rawson Avenue & Howell Avenue to Howard Avenue

Project 1030-43-72: southbound CD Road must remain open during Detour "14"

### 1030-43-72 Detour Restrictions within Project 1030-43-72

During detour "20" NW Ramp – Layton Avenue to 27th St

· Do not close southbound Layton Exit Ramp

During detour "22" Layton Avenue exit ramp to Layton Avenue entrance ramp

Do not close southbound Layton Avenue Exit and Entrance Ramps

During detour "24" southbound CD Road - 27th Street to Layton Avenue to Howell Avenue

Do not close southbound Airport Entrance Ramp at IH 94

During detour "26" – southbound CD Road Howell Avenue to College Avenue

Do not close College Avenue entrance ramp to southbound IH 94

During detour "27" Layton Avenue Entrance Ramp – 27th Street to College Avenue

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Do not close College Avenue entrance ramp to southbound IH 94

During detour "29" WN ramp – 27th Street to Howard Avenue

Do not close westbound 27th Street Exit ramp

#### 1030-43-72 Detour Conflicts with Project 1030-43-71

During detour "20" NW Ramp – Layton Avenue to 27th Street

Project 1030-43-71: do not close 27th Street entrance ramp to westbound IH 894

During detour "21" WN Ramp – 27th Street to Layton Avenue

Project 1030-43-71: do not close Layton Avenue entrance ramp to northbound IH 43

During detour "23" southbound CD Road – Layton Avenue to Howell Avenue; During detour "24" southbound CD Road – 27th Street to Layton Avenue to Howell Avenue; During detour "25" southbound CD Road – Howard Avenue to Howell Avenue & Rawson Avenue

 1030-43-71, Do not close westbound STH 119, southbound Airport Entrance Ramp, or northbound Airport Entrance Ramp.

#### Work Zone Ingress/Egress

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

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

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

#### **Temporary Pavement Markings**

Temporary pavement markings shall be placed same day and shall be placed in the exact configuration where permanent pavement markings will be placed. If removal is required, no scarring to the pavement will be allowed. Any water blasting required for pavement marking removal should be considered incidental to the temporary pavement marking items.

#### **Fall and Winter Work Restrictions**

The schedule has base patching and approach slab repair work in 2025. Schedule work such that all base patching and approach slab repairs are completed in 2025 before the winter shut down. No work requiring lane closures shall take place from November 16, 2025 until March 15, 2026, both dates inclusive. Restore the traffic configuration prior to November 16, 2025 to the existing (pre-construction) traffic configuration. Restore all existing pavement and pavement markings prior to the winter shutdown. All traffic control, equipment and materials removed from the project site during the winter shut down. No lane closures will be allowed during the winter shut down unless approved by the engineer.

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## Interim Completion and Liquidated Damages – Base Patching and Approach Slab Repair: November 15, 2025

Complete all base patching and approach slab repairs within the contract by November 15, 2025. The contractor is expected to account for this in their schedule.

If the contractor fails to complete the base patching and approach slab repairs by November 15, 2025, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 16, 2025. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

#### Interim Completion and Liquidated Damages - High Friction Surface Treatment: August 31, 2026

Complete all High Friction Surface Treatment (HFST) within the contract by August 31, 2026.

The HFST will require the contractor to pave those areas completely to allow time for cure and favorable temperatures to apply the final HFST. The contractor is expected to account for this in their schedule.

If the contractor fails to complete the HFST by August 31, 2026, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on September 1, 2026. 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.

#### **Protection of Endangered Bats (Tree Clearing)**

Federally protected bats have the potential to inhabit the project limits because they roost in trees, bridges and culverts. 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).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season April 15 to October 31, both dates inclusive.

To avoid adverse impacts upon protected bats, no tree clearing is allowed between April 15 and October 31, both dates inclusive. If the required tree clearing is not completed by April 14, the department will suspend all tree clearing and associated work directly impacted by clearing.

Tree clearing is limited to that which is specified in the plans. Contractor means and methods to remove additional trees will not be allowed. If it is determined that additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

Due to potential for erosion, do not perform grubbing operations at the time of tree clearing unless grading activities will commence in those areas immediately following the tree clearing, or as otherwise approved by the engineer. Provide information for the grubbing and grading activities, including the schedule of operations, in the Erosion Control Implementation Plan (ECIP).

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

#### 4. Lane Rental Fee Assessment.

#### A General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur

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a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

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

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

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

#### **B** Lane Rental Fee Assessment

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

IH 41/43/94/894 Mainline and System Ramps Night Time Lane Closure Extending into Weekday Peak Hours

- \$8,000 per lane, per direction of travel, per hour broken into 15-minute increments

IH 41/43/94/894 Mainline and System Ramps Night Time Lane Closure Extending into Weekend Peak Hours

- \$6,000 per lane, per direction of travel, per hour broken into 15-minute increments

IH 41/94 Collector Distributor (CD) Roads (including Milwaukee Mitchell International Airport Ramps) Night Time Lane Closure Extending beyond allowable closure hours.

- \$3,000 per lane, per direction of travel, per hour broken into 15-minute increments

Local Road Night Time Lane/Full Closure Extending into Peak Hours

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

IH 41/43/94/894 Service Ramp

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

IH 41/43/94/894 Full Freeway Closure

- 4:00 AM to 5:30 AM: \$2,500 per lane, per direction of travel, per hour broken into 15-minute increments
- After 5:30 AM: \$8,000 per lane, per direction of travel, per hour broken into 15-minute increments

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

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

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

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

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

stp-108-070 (20161130)

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#### 5. Traffic

Supplement standard spec 643.3.1 with the following:

IH 41/43/94/894 is an OSOW route. All fixed message and width restricted signs must be in place prior to the beginning of the width restricted stage to inform multi trip permit holders to utilize alternate routes. See Wisconsin Lane Closure System (LCS) Advance Notification article to address lane restrictions in LCS.

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, and Milwaukee, Oak Creek, Franklin and Greenfield Police Departments and the project engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of IH 41/43/94/894 with equipment or vehicles.

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

Provide minimum 24-hour advance notification to the engineer for any LCS cancellations (not related to weather).

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

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

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

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#### General

Perform the work under this contract in a manner that will interfere as little as possible with active traffic on local streets. Do not park or store vehicles, equipment, on local streets adjacent to active traffic or within the clear zone except at the time of performance of the work. Materials or equipment may be stored within the right-of-way only at locations meeting the approval of the engineer.

Coordinate traffic requirements under this contract with other ongoing department construction projects. This contractor shall be responsible for implementing and coordinating with other contractors all traffic control as shown on the plans.

Prior to beginning operations under this contract, provide in writing the proposed schedule of operations and methods of coordination and handling of traffic to the engineer.

Construct the project using the construction staging and traffic control shown in the plans and standard detail drawings.

Keep open travel lanes free from mud, sand, and other construction debris at all times.

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

#### Schedule of Operations - Traffic Control

- When traffic is shown travelling in existing lanes, traffic control drums shall be placed to provide a minimum of 2' and maximum of 4' shy distance.
- A minimum clear width of 16' shall be maintained on IH 41/43/94/894 at all times
- Place "Road Work Ahead" signs (W20-1A) on each entrance ramp within the construction limits at the start of the project and leave in place for the entire duration of the project.

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- Place "End Road Work" signs (G20-2A) on each exit ramp within the construction limits at the start of the project and leave in place for the entire duration of the project.
- When pavement drop offs are present, place "Uneven Lanes" signs (W8-11) prior to the drop-off and place additional signs every mile and after every entrance ramp. See SDD 15D39 "Traffic Control, Drop-off Signing" for additional information.

#### 1030-43-71

- See Project ID 1030-43-72 for traffic restrictions to IH 94 southbound, CD Road southbound, IH 894 eastbound and all associated exit and entrance ramps.

#### Stages 1, 6, 11 & 16

- IH 94 northbound is open to traffic on lane 4 from Rawson Avenue to IH 894 westbound exit ramp
- IH 94 northbound is open to traffic on IH 894 ramp from IH 94 to IH 94 northbound exit ramp
- IH 94 northbound is open to traffic on IH 94 northbound exit ramp from IH 894 ramp to IH 94 NB
- IH 94 northbound is open to traffic on lanes 4 & 5 from IH 94 exit ramp to Howard Avenue
- IH 94 northbound is open to traffic on the Holt Avenue CD Road from Howard Avenue to Oklahoma Avenue
- CD Road northbound is open to traffic
- IH 894 westbound is open to traffic
- All Mitchell Interchange system ramps are open to traffic
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic, except the following which are closed
  - o 27<sup>th</sup> Street eastbound entrance ramps
  - o 27th Street westbound entrance ramps

#### Stages 2, 7, 12 & 17

- IH 94 northbound is open to traffic from Rawson Avenue to Layton Avenue
- IH 94 northbound is open to traffic on lane 1 from Layton Avenue to Howard Avenue
- CD Road northbound is open to traffic
- IH 894 westbound is open to traffic
- Mitchell Interchange system ramps NW, SW, WN & WS are open to traffic
- Mitchell Interchange system ramp SN may be closed to traffic a maximum of 2 nights
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic, except the following which are closed
  - o Layton Avenue northbound entrance ramp (2 night maximum)
  - Howard Avenue northbound exit ramp (2 night maximum)
  - 27<sup>th</sup> Street eastbound entrance ramps
  - o 27<sup>th</sup> Street westbound entrance ramps

#### Stages 3, 8, 13 & 18

- IH 94 northbound is open to traffic on lane 1 from Rawson Avenue to IH 894 westbound exit ramp

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- IH 94 northbound is open to traffic from IH 894 westbound exit ramp to Howard Avenue
- CD Road northbound is open to traffic, except the entrance ramp which may be closed to traffic for a maximum of 2 nights
- IH 894 westbound is open to traffic on lanes 4 & 5
- Mitchell Interchange ramp SW is open to traffic on lane 4 from CD Road northbound to IH 94 northbound exit ramp
- Mitchell Interchange ramp SW is open to traffic on lane 3/outside shoulder from IH 94 northbound exit ramp to IH 894 WB
- Mitchell Interchange ramp NW is open to traffic on lane 2
- Mitchell Interchange ramps SN, WN & WS are open to traffic
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic, except the following which are closed
  - o College Avenue northbound exit ramp (2 nights maximum)
  - o Rawson Avenue northbound entrance ramp
  - Rawson Avenue northbound exit ramp

#### Stages 4, 9, 14 & 19

- IH 94 northbound is open to traffic from Rawson Avenue to STH 119
- IH 94 northbound is open to traffic on lanes 1, 2 & 3 from STH 119 to Mitchell Interchange ramp SW
- IH 94 northbound is open to traffic from Mitchell Interchange ramp SW to Howard Avenue
- CD Road northbound is open to traffic on lane 1
- IH 894 westbound is open to traffic on lane 1
- Mitchell Interchange ramp SW is open to traffic on lane 1
- Mitchell Interchange ramp NW is open to traffic on lane 2
- Mitchell Interchange ramp SN may be closed to traffic a maximum of 2 nights
- Mitchell Interchange ramps WN & WS are open to traffic
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic, except the following, which may be closed to traffic a maximum of 2 nights
  - o Layton Avenue northbound exit ramp
  - 27th Street westbound entrance ramps
  - o 27th Street westbound entrance ramps

#### Stages 5, 10, 15 & 20

- IH 94 northbound is open to traffic from beginning of project to College Avenue
- IH 94 northbound is open to traffic on lanes 1, 2 & 3 from College Avenue to Edgerton Avenue
- IH 94 northbound is open to traffic from Edgerton Avenue to end of project
- CD Road northbound is closed to traffic

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- IH 894 westbound is open to traffic
- All Mitchell Interchange system ramps are open to traffic
- Airport Freeway Interchange northbound ramps are closed to traffic
- Airport Freeway Interchange southbound ramps are open to traffic
- All service interchange ramps are open to traffic, except the College Avenue northbound entrance ramp which is closed

#### 13th Street

- 13th Street northbound shoulder and sidewalk are closed

#### 20th Street

20th Street is closed to traffic at Structure B-40-833

#### 27th Street

- 27th Street is open to 1 lane of traffic in each direction
- Construction may not occur during Project ID 1100-46-71, which is expected to be completed in the fall of 2024

#### **Edgerton Avenue**

Edgerton Avenue westbound shoulder and sidewalk are closed

#### College Avenue NE Park & Ride

- Park & ride to remain closed.
- No work within the Park and Ride lot will be allowed during Summerfest

#### 1030-43-72

 See Project ID 1030-43-71 for traffic restrictions to IH 94 northbound, CD Road northbound, IH 894 westbound and all associated exit and entrance ramps.

#### Stages 1, 7 & 13

- IH 94 southbound is open to traffic on lanes 3, 4 & 5 from Howard Avenue to IH 894 westbound exit ramp
- IH 94 southbound is open to traffic on lane 3 from IH 894 westbound exit ramp to southbound CD Road
- IH 94 southbound is open to traffic on southbound CD Road from IH 94 southbound to College
- IH 94 southbound is open to traffic on lanes 4 & 5 from College Avenue to Rawson Avenue
- CD Road southbound is open to traffic
- IH 894 eastbound is open to traffic
- All Mitchell Interchange system ramps are open to traffic
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic

#### Stages 1B, 7B, 13B & 18

- IH 94 southbound is open to traffic on lanes 4 & 5 from Howard Avenue to IH 894 westbound exit ramp
- IH 94 southbound is open to traffic on lane 3/outside shoulder from IH 894 westbound exit ramp to southbound CD Road

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- IH 94 southbound is open to traffic on southbound CD Road from IH 94 southbound to College Avenue
- IH 94 southbound is open to traffic on lanes 4 & 5 from College Avenue to Rawson Avenue
- CD Road southbound is open to traffic
- IH 894 eastbound is open to traffic
- All Mitchell Interchange system ramps are open to traffic
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic, except Holt Avenue southbound entrance ramp which is closed

#### Stages 2, 8, 14 & 19

- IH 94 southbound is open to traffic on lane 1 from Howard Avenue to Layton Avenue
- IH 94 southbound is open to traffic from Layton Avenue to Rawson Avenue
- CD Road southbound is closed to traffic
- IH 894 eastbound is open to traffic
- All Mitchell Interchange system ramps are open to traffic
- Airport Freeway Interchange northbound ramps are open to traffic
- Airport Freeway Interchange southbound ramps are closed to traffic
- All service interchange ramps are open to traffic, except the following which are closed
  - Holt Avenue southbound exit ramp
  - Holt Avenue southbound entrance ramp
  - o Howard Avenue southbound exit ramp (2 nights maximum)
  - Howard Avenue southbound entrance ramp
  - Layton Avenue southbound exit ramp
  - Layton Avenue southbound entrance ramp
  - o IH 894 to southbound CD Road exit ramp
  - College Avenue southbound exit ramp

#### Stages 3 (Overnight), 9 (Extended) & 20 (Overnight) System Ramp Closure

- IH 94 southbound is open to traffic
- CD Road southbound is open to traffic
- IH 894 eastbound is open to traffic
- Mitchell Interchange ramp NW is closed to traffic
- Mitchell Interchange ramps SN, SW, WN & WS are open to traffic
- All Airport Freeway Interchange ramps are open to traffic
- All service interchange ramps are open to traffic, except the 27th Street westbound exit ramp which is closed

#### Stages 4, 10, 15 & 21

- IH 94 southbound is open to traffic from Howard Avenue to Layton Avenue
- IH 94 southbound is open to traffic on lane 1 from Layton Avenue to Mitchell Interchange ramp WS
- IH 94 southbound is open to traffic from Mitchell Interchange ramp WS to Rawson Avenue
- CD Road southbound is open to traffic
- IH 894 eastbound is open to traffic on lanes 3 & 4

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- Mitchell Interchange ramp WS is open to traffic on lane 3
- Mitchell Interchange system ramps NW, SN, SW & WN are open to traffic
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic

#### Stages 5, 11, 16 & 22

- IH 94 southbound is open to traffic from Howard Avenue to Layton Avenue
- IH 94 southbound is open to traffic on lane 1 from Layton Avenue to Rawson Avenue
- CD Road southbound is open to traffic, except the entrance ramp from IH 894 which may be closed to traffic for a maximum of 2 nights
- IH 894 eastbound is open to traffic on lane 1
- Mitchell Interchange ramp WS is open to traffic on lane 1/inside shoulder
- Mitchell Interchange ramps NW, SN, WN & SW are open to traffic
- All Airport Freeway Interchange system ramps are open to traffic
- All service interchange ramps are open to traffic, except the following which are closed
  - o College Avenue southbound entrance ramp (2 nights maximum)
  - Loomis Road eastbound entrance ramp

#### Stages 6 (Overnight), 12 (Extended) & 17 (Overnight) System Ramp Closure

- IH 94 southbound is open to traffic
- CD Road northbound is open to traffic
- IH 894 eastbound is open to traffic on lane 1
- Mitchell Interchange ramp WN is closed to traffic
- Mitchell Interchange ramps NW, SN, SW & WS are open to traffic
- All Airport Freeway Interchange ramps are open to traffic
- All service interchange ramps are open to traffic, except the following which are closed
  - Loomis Road eastbound entrance ramp
  - o 27th street eastbound entrance ramps
  - 27<sup>th</sup> Street eastbound exit ramp
  - 27th street westbound entrance ramps

#### College Avenue SW Park & Ride

- Park & ride to remain open throughout construction. Stage so that at least 155 parking stalls are available at all times.
- No work within the Park and Ride lot will be allowed during Summerfest

#### **Detours:**

Project 1030-43-71

Detour "10" - Northbound Airport Exit Ramp - College Avenue to Howell Avenue

Detour "11" - Northbound College Avenue Entrance Ramp - southbound IH 41/IH 94 to Rawson Avenue

Detour "12" - Northbound airport ramp - Howell to Layton & Howell to Howard

Detour "13" - Northbound Entrance Airport Ramp - Howell Avenue

Detour "14" - SN ramp - Airport spur to Rawson Avenue & Howell Avenue to Howard Avenue

Project 1030-43-72

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Detour "20" - NW Ramp - Layton Avenue to 27th Street

Detour "21" - WN Ramp - 27th Street to Layton Avenue

Detour "22" - Layton Exit ramp to Layton Entrance ramp

Detour "23" - southbound CD Road - Layton Avenue to Howell Avenue

Detour "24" – southbound CD Road – 27th Street to Layton Avenue to Howell

Detour "25" - southbound CD Road - Howard Avenue to Howell Avenue & Rawson Ave

Detour "26" - southbound CD Road - Howell Avenue to College Ave

Detour "27" - Layton Avenue Entrance Ramp - 27th Street to College Avenue

Detour "28" - Layton Entrance Ramp - 27th Street to Layton Avenue

#### **Wisconsin Lane Closure System Advance Notification**

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

#### **Local Traffic Access**

Maintain a minimum lane width of 11 feet at all times during construction unless shown otherwise in the plans.

Employ flaggers, signs, barricades, flexible tubular posts and bases, and drums as necessary to safeguard and direct local traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic. Use drums to direct local traffic and delineate hazards such as open excavations, abrupt drop-offs, exposed manholes, etc. The use of such devices shall be incidental to the operation which creates the hazard. No additional payment shall be made for any labor or materials required to adhere to this restriction.

In roadway segments open to traffic or closed to through traffic Uneven Pavement signs shall be placed whenever there is a drop off greater than 2 inches between the layers of pavement or between pavement and aggregate shoulder at the end of the work day. No additional payment shall be made for any labor or materials required to adhere to this restriction.

#### **Rolling Closure**

Short term freeway mainline rolling closures may be allowed for a maximum of 15 minutes for equipment moves across the road, or other required work as determined by the engineer. The department will allow

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short-term rolling closures only between 2:00 AM and 4:00 AM, and they may only be performed by freeway law enforcement.

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

#### **Notifications**

Notify the following emergency services two weeks prior to the beginning of construction to discuss access issues during construction:

City of Milwaukee	Jeffry B. Norman	Chief of Police	414-933-4444
City of Milwaukee	Aaron Lipski	Fire Chief	414-286-8948
City of Greenfield	Jon Cohn	Fire Chief	414-545-7946
City of Greenfield	Jay Johnson	Chief of Police	414-761-5358
City of Oak Creek	David Stecker	Police Chief	414-766-7640
City of Oak Creek	Michael Kressuk	Fire Chief	414-570-5641
City of Franklin	Richard Oliva	Chief of Police	414-425-2522
City of Franklin	Adam Remington	Fire Chief	414-425-1420
Milwaukee County	Denita Ball	Sheriff	414-278-4788
WI State Patrol	Tim Carnahan	Superintendent	844-847-1234

Notify Brian Dranzik, the Milwaukee Mitchell International Airport Director, at 414-747-5322 two weeks prior to construction to discuss access issues during construction, detour scheduling, and the estimated number of nights that the detours will affect access to and from the airport.

# 6. Traffic Meeting and Traffic Control Scheduling.

Every Wednesday by 8:00AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet. Any closure schedules submitted after 8:00AM Wednesday morning is subject to being denied by the engineer.

Attend, in person, the 10:00am contractor/utility traffic coordination meeting every Wednesday at the project field office to discuss and answer questions on the proposed schedule. The prime contractor, traffic control subcontractor, and any other subcontractors that have work that requires should, lane, ramp, or full closures on the 2-week schedule is required to attend the 10:00 AM meeting. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet contract requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

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

For any mid-week changes, submit requests for additions or modifications in writing to the engineer for review and approval. Any cancellations also need to be communicated in writing including a reason for the cancellation. Any cancellations, additions, or modifications should be submitted by 4pm to allow for review, approval, and schedule updates. Any additions to the schedule need to adhere to the required advance notice requirements.

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# 7. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 41/43/94/894 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, August 29th, 2025 to 6:00 AM Tuesday, September 2nd, 2025, for Labor Day.
- From noon Wednesday, November 26th, 2025 to 6:00 AM Monday, December 1st, 2025, for Thanksgiving.
- From noon Friday, May 22nd, 2026 to 6:00 AM Tuesday, May 26th, 2026 for Memorial Day;
- From noon Thursday, July 2nd, 2026 to 6:00 AM Monday, July 6th, 2026, for Independence Day;
- From noon Friday, September 4th, 2026 to 6:00 AM Tuesday, September 8th, 2026, for Labor Day.
- From noon Wednesday, November 25th, 2026 to 6:00 AM Monday, November 30th, 2026, for Thanksgiving.

# **Freeway Special Event Restrictions**

Do not perform work; haul equipment; or haul materials, on, along, or across any portion of IH 41/43/94/894, including ramps, side roads and cross roads. Any exceptions to this work restriction must be approved by the engineer in writing.

Roadway and traffic control maintenance required by the contractor shall be performed as needed during this work restriction. Coordinate with the project engineer for approval in advance of performing necessary roadway or traffic control maintenance work.

No work within the College Avenue Park and Ride lots will be allowed during Summerfest.

On days with a Chicago Cubs vs. Milwaukee Brewers home game at American Family Field, maintain all inbound travel lanes on IH 43, IH 94, and IH 794 to American Family Field starting three hours before the game. Maintain all outbound lanes on IH 43, IH 94, and IH 794 from American Family Field until four hours after the start of the game. Restriction during other special events at American Family Field will be determined on an as needed basis, as determined by the engineer.

During the Milwaukee Lakefront Marathon, STH 794 will be detoured to the Layton Avenue northbound entrance ramp and northbound I-43/94. On October 4<sup>th</sup> and 5<sup>th</sup>, 2025, the northbound Layton Avenue ramp and all I-43/94 northbound lanes north of Layton Avenue must remain open from 4:00 AM to 3:00 PM. During the 2026 Lakefront Marathon, similar dates and times will be required, the exact 2026 dates and times are to be determined.

stp-107-005 (20210113)

# 8. Utilities.

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

The projects 1030-43-71 and 1030-43-72 are tied. All coordination was completed under the 1030-43-71 I.D. This article covers both project I.D.'s.

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process, or from the project engineer after the contract has been awarded and executed. Any utility facility locations (Stations, offsets, elevations, depths) listed in this article are approximate.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notices of when the utility is to start work at this site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed, and the site will be available to the utility owner or as noted below. Follow up with a confirmation notice to the engineer and the utility owner not less than three working days before the site will be ready for the utility owner to begin its work.

The following utility companies have facilities within the project area that need adjustments:

**WE Energies – Electric** has facilities within the project limits. The following will be relocated prior to construction:

Discontinue in place facilities crossing at approximately station 599+90.

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WE-Energies to bore new facilities crossing at approximately station 599+85 84" below the new drainage channel.

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

**AT&T Local Network – Communications** 

AT&T Wisconsin - Communications

**ATC Management – Electricity Transmission** 

**Centurylink – Communications** 

City of Milwaukee - Communication

City of Milwaukee - Conduit

City of Milwaukee - Sewer

City of Milwaukee - Water

**Everstream - Communications** 

Level 3 - Communications

Midwest Fiber Networks - Communications

Milwaukee Metropolitan Sewer District (MMSD) - Sewer

Oak Creek Water and Sewer Utility - Sewer

Oak Creek Water and Sewer Utility - Water

Spectrum (Charter) - Communications

**Sprint – Communications** 

**TDS Metrocom LLC – Communications** 

**USDI - Gas and Petroleum** 

WE Energies - Gas

## 9. Other Contracts.

Coordinate your work according to standard spec 105.5.

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

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

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

Stadium Interchange Coordination:

Project 1060-27-71 and 1060-27-74 will reduce I-94 to two lanes in the eastbound and/or westbound directions in 2026.

Coordinate the WN and NW ramp weekend closures with these projects to ensure that traffic from the Hale I/C is not signed toward the Mitchell I/C during the WN closure.

Contractor to schedule Ramp WN weekend closure while I-94 eastbound is open to three lanes of traffic within the Stadium Interchange vicinity. When I-94 eastbound is reduced to two lanes, weekend closures of Ramp WN must meet approval of the Engineer.

Coordinate nightly closures during construction between the following projects:

1060-27-71 I-94 West Leg Reconstruction 70th St. to Zablocki Drive.

· 1060-27-74 I-94 Early East Leg 30th Street to 25th Street

· 1090-03-78 Noise Wall – 76th Street to Loomis

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1100-46-71 IH 41 Airport Freeway, STH 36 Loomis Bridge (under 1100-45-70)

· 1100-45-70 IH 41 Airport Freeway, 84th Street to 35th Street (Mainline)

WisDOT Contact: Eric Hanson, 414-840-9341

· 1100-05-73 Resurfacing I-894 84th St to Lincoln Ave.

1090-03-75 Bridge Rehabilitation I-43 Hale I/C

WisDOT Contact: Amanda Johansen (Design), 262-521-4465,

Paul Schindelholz (Construction) 262-548-8723

1228-09-76\* Mitchell IC – Marquette IC On/Off Rmp

1228-09-77\* Reconstruction I-43 Becher I/C

1228-09-78\* Howard Ave Bridge B-40-0265

\*Coordinate nighttime full closures of I-94/43 for these three contracts.

WisDOT Contact: Steve Kuhl, 414-531-6932

1060-48-70 Bridge Rehab IH 794 East West Freeway
 WisDOT Contact: Jimmy Schumacher, 262-521-4428

· 2120-18-70 Resurfacing Hales Corners – Milwaukee

· 2160-07-73 Bridge over STH 24 - C Greenfield, S 76th St

Coordinate Detour '27' Layton Ave. SB Entrance Ramp with this project.

Coordinate pavement marking along 27<sup>th</sup> Street.

· 2265-18-70 Resurfacing 27th Street STH 241 (College Ave to Layton Ave.)

WisDOT Contact: Stephen Pales, 262-548-5940

2265-11-72 Resurfacing C Greenfield/Milwaukee, S 27th St

WisDOT Contact: Diego Silva, 262-548-6433

2050-08-71 Reconstruction C Oak Creek W Rawson Ave

WisDOT Contact: Michael Baird, 262-548-5918

# 10. Railroad Insurance and Coordination - Soo Line Railroad Company (CP)

# A. Description

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) 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 Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage, and duration to Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail: <a href="mailto:Brian.Osborne@cpkcr.com">Brian.Osborne@cpkcr.com</a>

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Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail jason.kazmierski@dot.wi.gov

Include the following information on the insurance document:

Project ID: 1030-43-71, 1030-43-72
Project Location: Milwaukee, Wisconsin
Route Name: North-South Freeway, 43-IH

- Crossing ID: 387976S

- Railroad Subdivision: C&M Subdivision

- Railroad Milepost: 80.25

- Work Performed on or within 50' of RR ROW: Traffic Control

## A.1 Railroad Insurance Requirements

In addition to 107.26 of the standard specifications, provide railroad protective liability insurance coverage as specified in subsection 107.17.3 of the standard specifications. Requirements of the standard specifications are changed as follows:<sup>1</sup>

Before the state issues its notice to proceed to the contractor or contractors (collectively, the contractor) awarded the contract for construction involving the project described in this stipulation (the project), the state shall require the contractor to provide certain insurance coverage to protect the railroad (as defined in this section) from loss for property and liability exposures relating to the construction activities on the project. The manner and process in which this will be accomplished is as detailed below.

	·
TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED
1. Commercial general liability insurance; shall be endorsed to include blanket contractual liability coverage; shall cover bodily injury and property damage, personal and advertising injury, and fire legal liability. There shall be no endorsements limiting coverage for the work to be performed pursuant to this Stipulation.	\$5,000,000 combined single limits per occurrence with an annual aggregate limit of not less than \$10,000,000.
2. Workers' compensation and employer's	Workers' compensation limits:
liability coverage.	statutory limits. Employers' liability limits: Bodily injury by accident
	\$100,000 each accident
	Bodily injury by disease
	\$500,000 each accident
	\$100,000 each employee
<ol> <li>Commercial automobile liability insurance; shall cover all owned, non-owned, and hired vehicles used by the CONTRACTOR in carrying out the contract, and shall include coverage for bodily</li> </ol>	\$1,000,000 combined single limit per occurrence.
4. Railroad Protective Liability Insurance,	\$5,000,000 per occurrence
issued on a standard ISO form 00 35 10 93 or its equivalent and endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and the Limited Seepage and Pollution Endorsement. No endorsements restricting FELA coverage may be added.	\$10,000,000 in the aggregate

<sup>&</sup>lt;sup>1</sup> As used in this section, "state" and "company" have the meanings assigned to them in the stipulation to which this exhibit is attached, "FELA" means the Federal Employment Liability Act, and "this stipulation" means the stipulation to which this exhibit is attached.

# A.2 Train Operation

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<sup>&</sup>lt;sup>2</sup> The contractor may satisfy the requirements for insurance types 1, 2 and 3 through primary insurance coverage or through excess/umbrella policies.

Approximately 18 passenger trains and 36 through freight trains operate daily through the construction site. Passenger trains operate at up to 79 mph. Through freight trains operate at up to 60 mph. There are no switching movements at this location.

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

## **Construction Contact**

Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail <a href="mailto:brian\_osborne@cpkcr.com">brian\_osborne@cpkcr.com</a> for consultation on railroad requirements during construction.

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

# **Flagging Contact**

Greda Lynn, Grade Crossing Coordinator; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 258-6619; E-mail <a href="mailto:greda\_lynn@cpkcr.com">greda\_lynn@cpkcr.com</a> a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

\* Contact SOO Line (CPKC) prior to letting for flagman work hour availability.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact CPKC Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

SOO Line (CPKC) will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

#### A.4 Work by Railroad

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

# A.5 Temporary Grade Crossing

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

stp-107-026 (20250108)

# 11. Hauling Restrictions.

Replace standard spec 107.2 with the following:

Present to the department, five business days before proposed hauling, a proposed haul route plan detailing additional haul routes if additional haul routes are needed that are not part of the state trunk highway system. Include the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the additional haul route submittal.

The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.

At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

sef-107-015 (20170310)

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

The department has obtained an individual Section 404 Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

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A copy of the permit is available from the regional office by contacting Tommy Curran at 262-548-5682.

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 permit modification is required. If a Section 404 permit modification is necessary, obtain the permit modification prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the permit modification. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit modification request.

stp-107-054 (20230629)

# 13. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

The calculated land disturbance for the project site is 2.57 acres.

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp

A "Certificate of Permit Coverage" is available from the regional office by contacting Evan Limberatos at 262-548-8797. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage for additional land disturbing construction activities related to contractor means and methods will be considered as part of the ECIP review and approval process. Coverage under the TCGP for additional land disturbance areas will be considered if the areas meet all of the following:

- · Must meet the permit's applicability criteria.
- Must be for the exclusive use of a WisDOT project.
- Land disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the permit upon completion of the work.

The contractor is responsible for obtaining any permits for areas that are not approved by the department for coverage under the TCGP.

stp-107-056 (20250108)

## 14. Erosion Control.

Add the following to standard spec 107.20 as paragraphs nine through fifteen:

- (9) Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.
- (10) Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas Ryan.Pappas@wisconsin.gov. 414.750.7495. Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.
- (11) Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.
- (12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If

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stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.

- (13) Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.
- (14) Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering(mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection.
- (15) Dewatering is incidental.

sef-107-010 (20180104)

# 15. Maintaining Drainage.

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

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

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

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

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

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

sef-107-016 (20170310)

# 16. Dust Control Implementation Plan.

# **A Description**

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

- B (Vacant)
- **C** Construction
- C.1 General

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

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

#### C.2 DCIP Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities.

Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

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

# C.3 Updating the DCIP

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

## C.4 Dust Control Deficiencies

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

## **D** Measurement

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

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

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SPV.0075.01 Pavement Cleanup Project 1030-43-71

SPV.0075.02 Pavement Cleanup Project 1030-43-72

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

# **E** Payment

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

sef-107-005 (20170323)

## 17. Notice to Contractor – Electronic Load Tickets.

Replace standard spec 109.1.4.3 (1) with the following:

(1) Submit an electronic ticket for each load of material for the following bid items:

- HMA Pavement 4 MT 58-28 S
- · HMA Pavement 4 HT 58-28 V
- · HMA Pavement 4 SMA 58-28 V

Include the information as specified in 109.1.4.2 on each electronic ticket. If there is a failure in the electronic ticket system, provide a printed ticket for each load of material as a substitute for electronic tickets.

stp-107-230 (20250108)

# 18. Notice to Contractor – Milwaukee County Transit System.

The Milwaukee County Transit System (MCTS) operates the following bus routes within the construction limits:

Route Green Line - Bayshore - Airport

Route Purple Line – 27th Street

Route 19 - Dr. MLK Drive - 13th Street

Route 20 – 20th Street

Route 40 - College Avenue Flyer

Route 40U - Holt/College Avenue UBUS

Route 43 - Hales Corners Park and Ride

Route 46 - Loomis - Holt Flyer

Route 55 – Layton Avenue

Route 80 – 6th Street

Route 81 - Amazon - Oak Creek

## Impacts to MCTS Routing

Invite MCTS to all coordination meetings between the contractor, the department, local officials and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Notify MCTS at least ten (10) business days prior to beginning project work to provide advance notice of potential service impacts.

## Impacts to MCTS Signs and Posts

Notify MCTS of work impacting MCTS signs and posts in advance five (5) or more business days. MCTS signs include "Bus Stop" and turn disc signs. MCTS signs are mounted on MCTS posts; and on assets owned by others including streetlights, traffic regulators, crosswalk and street signposts. MCTS shall be responsible for MCTS sign and post removal and installation, with the contractor granting access to MCTS personnel to perform such work. Signs stating "No Parking Bus Stop" are the under the ownership and responsibility of City of Milwaukee.

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# Impacts to Bus Shelters

Contractor work may require bus shelter(s) to be temporarily removed. MCTS will be responsible for the removal and reinstallation of bus shelters, with the contractor granting access to MCTS personnel for the purposes of reinstallation before new pavement opens to vehicular traffic. Notify MCTS in advance ten (10) business days for each site-specific bus shelter location.

# Non-detour Service Suspension at MCTS Bus Stops

Occasions may arise when work requires neither a detour nor the physical alteration of MCTS bus stop assets, but out of passenger safety requires MCTS to temporarily suspend service at a bus stop location. Notify MCTS in advance five (5) business days of site-specific occasion, and MCTS will sign appropriately to instruct passengers to board at a secondary location. Notify MCTS upon completion of work. MCTS will resume service to any suspended bus stop locations when it is safe to do so.

The MCTS contacts are:

Armond Sensabaugh Milwaukee County Transit System Milwaukee, WI 53205 Phone: (414) 343-1728 asensabaugh@mcts.org

David Locher Transportation Specialist Phone: (414) 343-1727 dlocher@mcts.org

# 19. Notice to Contractor – Airport Operating Restrictions

Fill out the FAA Notice Criteria tool for all permanent structure (bridge, light pole, etc.) or equipment (crane, etc.) used during construction.

# https://oeaaa.faa.gov/oeaaa/external/portal.jsp

If required by the Notice Criteria tool, and for all crane or construction equipment higher than 200 feet above the ground, submit completed form 7460-1 (Notice of Proposed Construction or Alteration) to The Federal Aviation Administration (FAA) at least 45 days before starting construction.

Contact Levi Eastlick (608-267-5018), WisBOA airspace/tall structure manager for assistance submitting forms.

sef-107-020 (20171004)

# 20. Archaeological Site.

Layton Avenue Gravel Pit Burials *47Ml213/BMl-0169* site is located approximately Station 565+00 - Station 596+00, RT & LT, and Station 325SW+00 - Station 345SW+00, RT & LT.

Fox Map Cemetery 47MI220/BMI-0170 site is located approximately Station 565+00 - Station 596+00, RT & LT.

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

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies. Use of a hydrovac is not permitted within the boundaries of the human burial site.

stp-107-220 (20180628)

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#### 21. Available Documents.

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

- Design Study Report
- Pavement Type Selection Report
- Environmental Document
- As-Built Drawings
- Preconstruction survey
- Traffic Management Plan

These documents are available from Evan Limberatos at 141 NW Barstow Street, Waukesha, WI 53187 (262) 548-8797.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

## 22. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

(2) If the contractor discovers the differing condition, provide a written notice, as specified in 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

Replace standard spec 104.3.2 and 104.3.3 with the following:

## 104.3.2 (Vacant)

#### 104.3.3 Contractor Initial Written Notice

- (1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:
  - 1. A written description of the nature of the issue.
  - 2. The time and date of discovering the problem or issue.
  - 3. If appropriate, the location of the issue.
- (2) Provide the additional information specified in 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

sef-104-005 (20141211)

## 23. Material and Equipment Staging.

Submit a map showing all proposed material stockpile or equipment storage locations to the engineer 14 days before either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner and submit two copies to the engineer before use. Do not stockpile or store materials or equipment on wetlands.

sef-999-020 (20170310)

## 24. Information to Bidders, Use of Recovered Material.

The department encourages the use of waste materials and recovered industrial byproducts as material substitutions (106.2.1), provided they meet standard specification gradation requirements, conform to NR 538 requirements, and follow standard engineering practice for their intended use.

sef-106-005 (20141211)

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# 25. Pavement Breaking Equipment.

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

SEF Rev. 14 0415

## 26. Contractor Document Submittals.

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

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

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

Submit electronic copies in PDF format to the engineer-designated folder within the department's SharePoint site. Send alerts with a link to the document via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

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

sef-105-010 (20150619)

# 27. CPM Progress Schedule.

Replace standard spec 108.4.4.1 with the following:

- (1) Submit a CPM Progress Schedule and updates.
- (2) To ensure compatibility with the Master Program Schedule, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.
- (3) Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.
- (4) Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

Replace standard spec 108.4.4.4(2) with the following:

- (2) For each schedule update, submit electronic copies in an approved format and updated PDF printouts of the following:
  - 1. Tabular sorts by:
    - Activity Identification/Early Start.
    - Total Float.
  - 2. If applicable, an updated logic diagram as the engineer requires.
  - 3. If augmenting the CPM schedule with a linear schedule, provide an update of the linear schedule.
  - 4. Activities underway and as-built dates for the past month.
  - 5. Agreement on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update. Document all disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.

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6. Actual as-built dates for completed activities through final acceptance of the project. sef-108-010 (20180104)

# 28. Removing Concrete Barrier.

Supplement standard spec 204.3.2.2 with the following:

Under the Removing Concrete Barrier bid item, remove barrier to the depth and location the plans show. Removal includes all required sawing according to standard spec 690. Detach and protect lighting conduit so not to damage existing conduit in removal section and adjacent barrier section to remain. Remove the concrete barrier so that the longitudinal steel bars are not damaged and can provide a minimum Class B lap splice with new barrier longitudinal reinforcement.

Supplement standard spec 204.5.1(2) with the following:

Payment for Removing Concrete Barrier is full compensation for all required sawing of existing barrier, removal of barrier, saving of lap splice reinforcement, detachment and protection of lighting conduit, and sludge removal.

# 29. Concrete Curing Materials.

Supplement standard spec 501.2.8 Concrete Curing Materials with the following:

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

## 30. Concrete Barrier.

Supplement standard spec 603.3.1.1 with the following:

Reattach existing lighting conduit to the concrete barrier so not to damage existing conduit.

Revise standard spec 603.5.2(1) with the following:

Payment for the permanent barrier, fixed object protection, and transition bid items is full compensation for providing barrier or the specified transition; for excavating and backfilling for all types except roadside retaining wall; for restoring the grade, and reattaching the existing lighting conduit.

# 31. Removing Asphaltic Longitudinal Notched Wedge Joint Milling, Item 204.0126.S.

# **A Description**

This special provision describes the milling and removing of the upper layer HMA longitudinal notched wedge joint, including sweeping and cleaning of the affected area prior to paving the adjacent lane. Follow drop-off and hazard protection in standard spec 104.6.1.2.3.

# B (Vacant)

#### **C** Construction

Prior to paving the adjacent upper layer HMA lane, mill longitudinal notched wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement as the plans show or the engineer directs. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show, or the engineer directs. Do not damage the remaining pavement.

Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material onto the adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Thoroughly clean the milled surface and completely remove all millings from the project site. Unless using a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of all material and equipment during non-working hours. The contractor becomes the owner of

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the removed asphaltic pavement and is responsible for the disposal as specified in standard spec 204.3.1.3.

#### **D** Measurement

The department will measure Removing Asphaltic Longitudinal Notched Wedge Joint Milling by the linear foot unit for all wedge joints, acceptably removed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling LF

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials. stp-204-045 (20191121)

# 32. Removing Porcelain Ceramic Tile Facing, Item 204.9165.S.

# **A Description**

This special provision describes removing Porcelain Ceramic Tile Facing conforming to standard spec 204

## B (Vacant)

#### **C** Construction

#### C.1 General

Remove existing porcelain ceramic tile facing, tile setting mortar, and the waterproofing and crack suppression membrane applied over the shotcrete concrete surface. Tiles may be removed by mechanical tools, by sand or water blasting, or any other method approved by the engineer. Confine, collect, and legally dispose of the sand, dust, and water, and other waste materials, if sand or water blasting is used for the removal. Do not damage or leave tool marks on the concrete surface. Do not use serrated chisels or blades for removing the crack suppression membrane. If required, grind the surface of the concrete to obtain a uniform appearance. If a layer of concrete is removed during the removal operations, it shall be removed to a uniform depth not exceeding 1/8 inch, and shall be ground to match the surface profile of existing concrete. Repair any damage to the concrete surface due to tile removing operations as directed by the engineer, at no cost to the department.

## C.2 Mockup

Construct a mockup of at least 4 feet by 4 feet size at a location determined by the engineer. Notify the engineer at least 48 hours before starting work on the mockup. Select an area where the tiles are in good condition and the wall surface is dry for the mockup. The removal method used for the approved mockup shall be used for the remaining removals. If needed, construct additional mockups for different removal methods. Match the surface finish and texture of the mockup at all other areas of tile removal. Keep the approved mockup area clean throughout the duration of the project.

#### **D** Measurement

The department will measure Removing porcelain Ceramic Tile Facing in square feet, acceptably completed.

## **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9165.SRemoving porcelain Ceramic Tile facingSF

Payment is full compensation for tile removal and disposal, confinement of waste materials, cleaning preparation, and for constructing mockups.

stp-204-025 (20230113)

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# 33. Backfill Controlled Low Strength, Item 209.0200.S.

# **A Description**

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridges abutments, or as fill for the abandonment of culverts, pipes, or tanks.

#### **B** Materials

Provide controlled low strength backfill that consists of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture shall be self-leveling and shall be free of shrinkage after hardening. Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements.

TEST	METHOD	VALUE
Flow (inch)	ASTM D-6103	9 min
Compressive	ASTM D-6024	20-40 @ 14 days
Strength (psi)		40-80 @ 28 days
		80-120 @ 90 davs

Chemical admixtures to control air content and setting time are allowable. Ten days before placement, furnish the engineer with a design mix detailing all components and their proportions in the mix.

#### **C** Construction

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

# **D** Measurement

The department will measure Backfill Controlled Low Strength in volume by the cubic yard of material, placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0200.S	Backfill Controlled Low Strength	CY

Payment is full compensation for designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and protecting it from freezing.

stp-209-010 (20191121)

# 34. QMP HMA Pavement Nuclear Density.

#### A Description

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

(1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.

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- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  - 1. Selection of test sites.
  - 2. Testing.
  - 3. Necessary adjustments in the process.
  - 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

# https://wisconsindot.gov/rdwy/cmm/cm-08-00.pdf

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

http://www.atwoodsystems.com/

#### **B** Materials

#### **B.1 Personnel**

(1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 815.

# **B.2 Testing**

(1) Conform to WTM T355 and CMM 815 for density testing and gauge monitoring methods. Conform to CMM 815.10.4 for test duration and gauge placement.

#### **B.3 Equipment**

#### B.3.1 General

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at

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

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

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

(1) Compare QC and QV nuclear gauges according to WTM T355.

#### **B.3.2.2 Reference Site Monitoring**

(1) Conduct reference site monitoring for both QC and QV gauges according to WTM T355.

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

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

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.1.
- (3) Determine random testing locations according to CMM 815.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.2.
- (3) Determine random testing locations according to CMM 815.10.3.

# **B.4.2 Pavement Density Determination**

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

(1) Calculate the average sublot densities using the individual test results in each sublot.

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- (2) If all sublot 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 sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

## **B.4.2.2 Mainline Shoulders**

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

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

## B.4.2.2.2 Width of 5 Feet or Less

- (1) If all sublot 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 sublot 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 815. 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 sublot. Testing in a previously accepted sublot 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 sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.
- (6) If two consecutive sublot 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 sublot 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 sublot using the same testing requirements and frequencies as the QC tester.

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- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

# **B.5.2 Independent Assurance Testing**

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

# **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

# **E.1 QMP Testing**

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

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

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

# E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives as specified in standard spec 460.5.2.3. stp-460-020 (20230629)

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35. HMA Pavement 4 SMA 58-28 V, Item 460.8624; HMA Pavement Test Strip Volumetrics, Item 460.0115.S; HMA Pavement Test Strip Density, Item 460.0120.S.

## **A Description**

Conform to standard spec 450 and 460 except as modified in this special provision.

B (Vacant)

# **C** Construction

Add the following to standard spec 450.3.1.3 to require transfer vehicle for SMA:

(2) Use a Material Transfer Vehicle when constructing SMA pavement.

Add the following to standard spec 450.3.1.5 to prohibit rubber-tire roller on SMA:

(3) Do not use a rubber-tired roller for compaction of SMA pavement.

Add the following to standard spec 460.3.3.2 to require and define approval criteria for SMA test strips:

(5) Construct a test strip according to CMM 815.13 to correlate nuclear gauges to pavement cores according to WTM T 355, confirm SMA in-place density using cores and determine mixture air voids. Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. The department will assess the contractor \$2,000 for each instance according to Section E of this special provision if paving does not begin within 2 hours of the submitted start time, delaying the test strip. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

Construct the test strip at the beginning of work for each SMA mixture, for each layer and for each thickness. All SMA test strip material produced shall meet the requirements in Tables 460-1 and 460-2 and conform to the JMF limits presented herein except as follows:

Asphaltic content in percent [1] - 0.5

VMA in percent - 1.0

Air Voids in percent According to the SMA Test Strip Approval Criteria Below

- <sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by BTS using automated extraction according to WTM D8159.
- VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1 as modified herein.

The test strip shall remain in place and become part of the completed pavement when acceptably produced, acceptably compacted, and meets finish and smoothness requirements. CMM 815 describes the SMA density and volumetric testing tolerances required for the test strip.

(6) The test strip is to be treated as a single/separate lot and will have densities and pay adjustments calculated accordingly. The department will test one of the two split samples for volumetrics to determine test strip approval. If the QV air void sample is outside of the limits for 100% pay (i.e., 3.2 ≤ Va ≤ 5.8), send both QV-retained split samples to BTS for dispute resolution testing. The results from the BTS dispute resolution testing will determine material conformance and payment for the test strip according to the SMA Prorated Pay Factors Table in CMM 836.9.3.3. If QV and QC test results exceed testing tolerances (0.015 for Gmm or Gmb), both retained split samples will be tested by BTS. In this case, additional investigation shall be conducted to identify the source of the difference between QV and QC data and BTS referee test data will be used to determine material conformance and pay.

Pay adjustments made as part of dispute resolution on test strip material will be limited to the test strip and will not extend to material placed during main production nor will pay adjustments made on main production extend into the test strip. The department will notify the contractor within 24 hours of the start of test strip construction regarding approval to proceed with paving beyond the test strip. The department will evaluate mixture air voids, test strip density, and nuclear gauge to core correlation in determining test strip approval and material conformance according to the following:

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#### **SMA Test Strip Approval Criteria**

Approval / Material Conformance [1]	QV Air Voids	Average Density of All Cores [2]	Outcome of Test Strip for Contractor
Approved / Material Conforming	3.2 <u>&lt;</u> Va <u>&lt;</u> 5.8	<u>&gt;</u> 93.0 %	Proceed with production
Test Strip Approved / Material Nonconforming	2.8 ≤ Va ≤ 3.2 or 5.8 < Va ≤ 6.2	<u>≥</u> 91.0 %	Propose solution and proceed with production. Payment for material will be based on BTS referee tests.
Test Strip Not Approved / Material Nonconforming	2.5 ≤ Va < 2.8 or 6.2 < Va ≤ 6.5	< 91.0 %	Stop production, submit cause and solution, make additional 500-ton test strip. Payment for material will be based on BTS referee tests.
Test Strip and Material are Unacceptable [3]	Va < 2.5 or Va > 6.5	< 90.0 %	Stop production, submit cause and solution, make additional 500-ton test strip, and complete new core to nuclear density gauge correlation.

<sup>[1]</sup> The overall result of each test strip will coincide with the more restrictive result from air voids or density.

- (7) An acceptable core to nuclear density gauge correlation must be completed by both the contractor and department according to CMM 815 as part of the test strip.
- (8) A maximum of two test strips will be allowed to remain in place per layer per contract. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for each additional test strip according to Section E of this special provision.

#### **D** Measurement

Add the following to standard spec 460.4:

(2) The department will measure HMA Pavement Test Strip Volumetrics and HMA Pavement Test Strip Density as each unit of work, acceptably completed, as described in CMM 815. Material quantities will be determined according to standard spec 450.4.

#### E Payment

Replace standard spec 460.5.1 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
460.8624	HMA Pavement 4 SMA 58-28 V	TON
460.0115.S	HMA Pavement Test Strip Volumetrics	EACH
460.0120.S	HMA Pavement Test Strip Density	EACH

Payment for SMA is full compensation for providing SMA mixture designs; for preparing foundation; for volumetric and density testing and aggregate source testing; for asphalt binder from recycled sources; for asphalt binder modification or processes; and addition of fibers, fines, or filler.

Payment for HMA Pavement Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; and for proper labeling, handling; and retention of split samples.

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

The department will pay separately for a material transfer vehicle.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test

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<sup>[2]</sup> Individual nuclear density test results more than 3.0% below the minimum density requirement must be addressed according to CMM 815.11.

Unacceptable material will be removed and replaced at no additional cost to the department. Alternatively, the engineer may allow the material to remain in place with a 50 percent payment factor. Material allowed to remain in place requires another test strip prior to additional paving.

strip is delayed as defined in standard spec 460.3.3.2(5) as modified herein, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department, or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

stp-460-030 (20230629)

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

# **A Description**

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

Perform work according to standard spec 460 and as follows.

#### **B** Materials

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

#### **C** Construction

# C.1 Test Strip

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

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

# C.1.1 Sampling and Testing Intervals

## C.1.1.1 Volumetrics

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

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to WTM R47. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

Sample Number	<u>Production Interval (tons)</u>
1	50 to 1/3 T
2	1/3 T to 2/3 T
3	2/3 T to T

# C.1.1.2 Density

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

## C.1.2 Field Tests

## C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to WTM T355 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to WTM T355. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

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

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft³. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft³. If no PWL production QV volumetric test is to be taken in a density-only test strip, a non-random QV test will be taken according to 460.2.8.3.1.4 as modified in HMA Pavement Percent Within Limits (PWL) QMP and if non-conforming to C.2.1 herein, follow corrective action outlined in 460.2.8.2.1.7(4) as modified in HMA Pavement Percent Within Limits (PWL) QMP.

Exclusions such as shoulders and appurtenances shall be tested and reported according to CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.

## C.1.3 Laboratory Tests

## C.1.3.1 Volumetrics

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

Theoretical maximum specific gravities of each mixture sample will be obtained. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

# C.2 Acceptance

#### C.2.1 Volumetrics

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

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

<sup>&</sup>lt;sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction.

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

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

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

# C.2.2 Density

Compact all layers of test strip HMA mixture according to Table 460-3.

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

# C.2.3 Test Strip Approval and Material Conformance

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

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

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

PWL TEST STRIP APPROVAL AND MATERIAL CONFORMANCE CRITERIA

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

PWL VALUE FOR AIR VOIDS AND DENSITY	TEST STRIP APPROVAL	MATERIAL CONFORMANCE	POST-TEST STRIP ACTION
Both PWL ≥ 75	Approved <sup>1</sup>	Material paid for according to Section E	Proceed with Production
50 <u>&lt;</u> Either PWL < 75	Not Approved	Material paid for according to Section E	Consult BTS to determine need for additional test strip
Either PWL < 50	Not Approved	Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to Section E	Construct additional Volumetrics or Density test strip as necessary

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

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

- i. Passing/Resolution of Split Sample Comparison
- ii. Volumetrics/mix PWL value ≥ 75
- iii. Density PWL value ≥ 75
- iv. Acceptable correlation

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

#### **D** Measurement

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

# **E** Payment

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

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

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

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

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

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

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

# PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

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

where, PF is calculated per air voids and density, denoted PFair voids & PFdensity

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

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

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

\*Note: If Pay Factor = 50, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0.

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 (i.e., from truck tickets), and PF<sub>density</sub> will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lane excluding shoulder) as determined according to Appendix A.

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

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

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

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# 37. HMA Pavement Percent Within Limits (PWL) QMP.

# **A Description**

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

# **B** Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer

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required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

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

## 460.2.8.2.1.3.1 Contracts under Percent within Limits

- (1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.
- (2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the sublot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.
- (3) Perform sampling from the truck box according to WTM R97 and four-part splitting of HMA samples according to WTM R47. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per sublot. All QC samples shall provide the following: QC, QV, Retained, and Extra. Take possession of the QC and Extra split samples intended for QC testing. The department will observe the splitting and take possession of the QV and Retained split samples intended for QV testing. Additional sampling details are found in Appendix A. Label samples according to WTM R97.
- (4) Test the QC split sample using the test methods identified below at a frequency greater than or equal to that indicated. The Extra split sample shall be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QC split sample. The Rule of Retained according to CMM 836.1.2 applies.
  - Blended aggregate gradations according to WTM T30.
  - Asphalt content (AC) in percent.

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308. If the department is using an ignition oven to determine AC, conform to WTP <u>H-003</u>. If the department is not using an ignition oven to determine AC, IOCFs must still be reverified for any of the reasons listed in <u>WTP</u> H-003 Table 2 and conform to WTP H-003 section 3.
- AC by chemical extraction according to AASHTO T 164 Method A or B.
- AC by automated extraction according to WTM D8159.
- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- · Air voids (Va) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.
- (5) Lot size shall consist of 3,750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three sublot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.
- (6) Conduct field tensile strength ratio tests according to WTM T283 on each qualifying mixture according to CMM 836.6.14. Test each full 50,000-ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.

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Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:

## 460.2.8.2.1.7 Corrective Action

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

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

- [1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.
- (2) QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.
- (3) Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.
- (4) For any additional non-random tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop. If the department's non-random test does not conform to the acceptance limits, the retained sample will be tested by the BTS lab. If the BTS results also do not meet the acceptance limits, the material will be considered unacceptable as described in (5) below.
- (5) Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. For AC in percent, unacceptable material is defined as any individual QV test result outside of the acceptance limit. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.</p>

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

#### 460.2.8.3.1.2 Personnel Requirements

- (1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.
- (2) Under departmental observation, a contractor TMS technician shall collect and split samples.
- (3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.
- (4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

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

## 460.2.8.3.1.4 Department Verification Testing Requirements

- HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per sublot. All QV samples shall furnish the following: QC, QV, Retained, and Extra. The department will observe the splitting and take possession of the QV, Retained, and Extra split samples intended for QV testing. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in standard spec 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.
- (2) The department will verify product quality using the test methods specified here in standard spec 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.
- (3) The department will test the QV split sample using the test methods identified below at the frequency indicated. The Extra split sample will be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QV split sample. The Rule of Retained according to CMM 836.1.2 applies. In the event that both the department and contractor's replicate tolerances are exceeded, perform dispute resolution according to 460.2.8.3.1.7(2).
  - Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
  - Maximum specific gravity (Gmm) according to WTM T209.
  - · Air voids (Va) by calculation according to WTM T269.
  - · Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.
  - Asphalt Content (AC) in percent determined by ignition oven method according to WTM T308 and conforming to WTP H-003, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to WTM D8159.
- (4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

Delete standard spec 460.2.8.3.1.6.

Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:

## 460.2.8.3.1.7 Data Analysis for Volumetrics

- (1) Analysis of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.
- (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4th and 5th lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:
  - The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the sublot identifying that variances or means do not compare) will be referee tested for Gmm, Gmb, and Asphalt Content by the bureau's AASHTO accredited

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laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the sublot(s).

- [2] Statistical analysis will be conducted with referee test results replacing QV results.
  - If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
  - ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested for Gmm, Gmb, and Asphalt Content by the department's regional lab for the remaining 4 sublots of the lot which the F- and t-tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at \$2,000/lot under the HMA Regional Lab Testing administrative item.
- The contractor may choose to dispute the regional test results on a lot basis within 7 days after receiving the results from the region. In this event, the retained portion of each sublot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.
  - i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.
  - ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.
- (3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.
- (4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement according to the standard spec, this special provision, and accompanying Appendix A.
- (5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

# **C** Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

#### 460.3.3.2 Pavement Density Determination

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355 and CMM 815. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- 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.

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- (3) A lot is defined as 7,500 lane feet with sublots of 1,500 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. Complete three tests randomly per sublot and the department will randomly conduct one QV test per sublot. A partial quantity less than 750 lane feet will be included with the previous sublot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested and recorded according to WTM T355 and CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3 or else be subject to disincentives according to 460.5.2.2(5) herein. No density incentive will be applied to shoulders or appurtenances. Offsets will not be applied to nuclear density gauge readings for shoulders or appurtenances. Unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.
- (4) The three QC locations per sublot represent the outside, middle, and inside of the paving lane. The QC density testing procedures are detailed in Appendix A.
- (5) QV nuclear testing will consist of one randomly selected location per sublot. The QV density testing procedures will be the same as the QC procedure at each testing location and are also detailed in Appendix A.
- (6) An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.
- (7) For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 815.11.

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

# 460.3.3.3 Analysis of Density Data

- (1) Analysis of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV).
- (2) As random density locations are paved, the data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. A rolling window of 3 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-4, then lots 3-5, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025.
  - If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.
  - ii. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.
- (3) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.
- (4) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.
  - Replacement may be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot.
  - ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test

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- must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
- iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 815.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

#### **D** Measurement

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

# E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

#### 460.5.2 HMA Pavement

#### 460.5.2.1 General

- (1) Payment for HMA Pavement Type LT, MT, and HT mixes is full compensation for providing HMA mixture designs; for preparing foundation; for furnishing, preparing, hauling, mixing, placing, and compacting mixture; for HMA PWL QMP testing and aggregate source testing; for warm mix asphalt additives or processes; for stabilizer, hydrated lime and liquid antistripping agent, if required; and for all materials including asphaltic materials.
- (2) If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.

# 460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

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

## PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY

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

where PF is calculated per air voids and density, denoted PFair voids & PFdensity.

- Any material resulting in PWL value less than 50 shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.
- (2) For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be according to standard spec Table 460-3.
- (3) Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation:

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

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<sup>\*</sup>Note: If Pay Factor = 50%, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0.

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

- (4) 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 placed (i.e., from truck tickets), and PF<sub>density</sub> will be multiplied by the calculated tonnage used to pave the mainline only (i.e., travel lane excluding shoulder) as determined according to Appendix A.
- (5) Pay adjustment for shoulders and appurtenances accepted by department testing will be determined on a lot basis. If the lot density is less than the specified minimum in table 460-3, the department will reduce pay based on the contract unit price for the HMA pavement bid item for that lot as follows:

#### DISINCENTIVE PAY REDUCTION FOR HMA PAVEMENT DENSITY

PERCENT LOT DENSITY	PAYMENT FACTOR
BELOW SPECIFIED MINIMUM	(percent of contract price)
From 0.5 to 1.0 inclusive	98
From 1.1 to 1.5 inclusive	95
From 1.6 to 2.0 inclusive	91
From 2.1 to 2.5 inclusive	85
From 2.6 to 3.0 inclusive	70
More than 3.0 <sup>[1]</sup>	

- [1] Remove and replace the lot with a mixture at the specified density. When acceptably replaced, the department will pay for the replaced work at the contract unit price. Alternatively, the engineer may allow the nonconforming material to remain in place with a 50 percent payment factor.
- (6) The department will pay incentive for air voids and density under the following bid items:

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

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

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

AC Binder Relative to JMF	Pay Adjustment / Sublot
-0.4% to -0.5%	75% <sup>[1]</sup>
More than -0.5%	50%[1][2]

- [1] Any material resulting in an asphalt binder content more than 0.3% below the JMF AC content will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to automated extraction according to WTM D8159.
- [2] Any material resulting in an asphalt binder content more than 0.5% below the JMF AC content shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

Note: PWL value determination is further detailed in the PWL Production Spreadsheet Instructions located in the *Project Info & Instructions* tab of the HMA PWL Production spreadsheet.

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# 38. Appendix A.

# Test Methods & Sampling for HMA PWL QMP Projects

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

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

# <u>WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip</u>

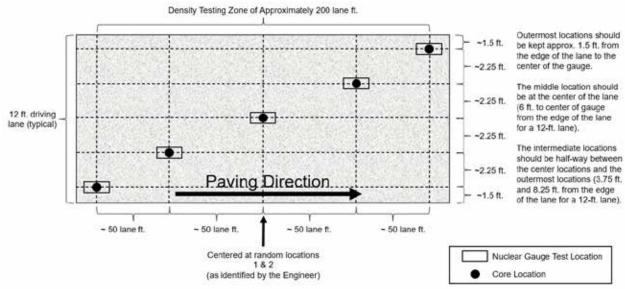


Figure 1: Nuclear/Core Correlation Location Layout

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

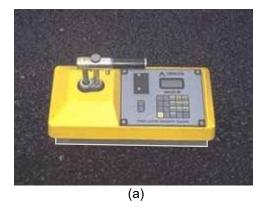
- two one-minute nuclear density gauge readings for QC team\*
- two one-minute nuclear density gauge readings for QV team\*
- pavement core sample

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

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

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

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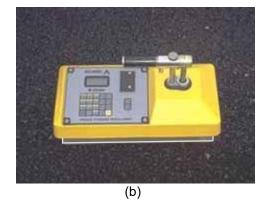


Figure 2: Nuclear Gauge Orientation for (a) 1<sup>st</sup> One-Minute Reading and (b) 2<sup>nd</sup> One-Minute Reading

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



Figure 3: Layout of Raw Gauge Readings as Recorded on the Pavement

Take each core from the center of the gauge footprint and correlate each gauge with the laboratory-measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a core is damaged at the time of extracting from the pavement, a replacement core should be taken immediately adjacent to the damaged core, i.e., from the same footprint. If a core is damaged during transport, it shall be recorded as damaged and excluded from the correlation. Coring after traffic is on the pavement shall be avoided. The contractor shall be 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. Conduct core density testing with a witness by department personnel. Dry the cores following testing. The department will take possession of cores following initial testing and is responsible for any verification testing.

Each core 100 or 150 mm (4 or 6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. Thoroughly dry cores obtained from the mat according to WTM R79 prior to using specimens for in-place density determination according to WTM T166.

Cut cores by the next day after completion of the test strip, except if the next day is not a working day, then cut within 48 hours of placement. Cores are cut under department/project staff observation. Relabel each core immediately after extruding or ensure that labels applied to pavement prior to cutting remain legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested whether that be immediately after the test strip or the subsequent day if agreed upon between department and contractor. Use of concrete cylinder molds works well to transport cores. Cores should be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

Fill all core holes with non-shrink rapid-hardening grout, mortar, or concrete, or with HMA. When using grout, mortar, or concrete, remove all water from the core holes prior to filling. Mix the mortar or concrete in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix

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matching the same day's production mix type at same day compaction temperature +/- 20 F. Dry the core holes and coat with tack before filling, filled with a top layer no thicker than 2.25 inches, lower layers not to exceed 4 inches, and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than ¼ inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

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

For nuclear density testing of the pavement beyond the test strip, QC tests shall be completed at three locations per sublot, with a sublot defined as 1,500 lane feet. The three locations shall 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 shall be used to identify the specific transverse location within each third determined by WTM D3665). Longitudinal locations within each sublot shall be determined with 3 independent random numbers determined by WTM D3665. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive but are subject to disincentive according to 460.5.2.2(5) of the HMA PWL QMP article. Measure each location with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Figure 2 above. Each location requires a minimum of two readings per gauge. The density gauge orientation for the first test shall be with the source rod towards the direction of paving. QV nuclear testing will consist of one randomly selected location per sublot. The QV is also comprised of two one-minute readings oriented 180 degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading shall be conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge. The sublot density testing layout is depicted in Figure 4, with QC test locations shown as solid black boxes and QV test locations shown as dashed red boxes.

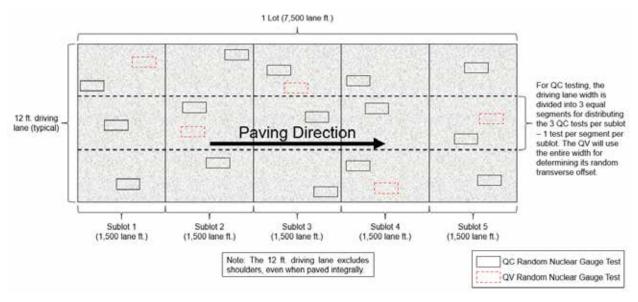


Figure 4: Example Layout of Mainline HMA Nuclear Density Tests

Raw nuclear density data must be shared by both parties at the end of each shift. Paving may be delayed if the raw data is not shared in a timely manner. QC and QV nuclear density gauge readings will be statistically analyzed according to Section 460.3.3.3 of the HMA PWL QMP article. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

Investigative cores will be allowed on the approaching side of traffic outside of the footprint locations. Results shall be shared with the department.

The QV density technician is expected to be onsite within 1 hour of the start of paving operations and should remain on-site until all paving is completed. Perform footprint testing as soon as both the QC and

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QV nuclear density technician are onsite and a minimum of once per day to ensure the gauges are not drifting apart during a project. Footprint testing compares the density readings of two gauges at the same testing location and can be done at any randomly selected location on the project. Both teams are encouraged to conduct footprint testing as often as they feel necessary. Footprint testing does not need to be performed at the same time. At project start-up, the QV should footprint the first 10 QC locations. Individual density tests less than 0.5% above the lower limit should be communicated to the other party and be footprint tested. Each gauge conducts 2 to 3 1-minute tests according to WTM T355 and the final results from each gauge are compared for the location. If the difference between the QC and QV gauges exceeds 1.0 pcf (0.7 percent) for an average of 10 locations, investigate the cause, check gauge moisture and density standards and perform additional footprint testing. If the cause of the difference between gauge readings cannot be identified, the regional HMA Coordinator will consult the RSO, the regional PWL representative and the BTS HMA unit to determine necessary actions. If it is agreed that there is a gauge comparison issue, perform one of the following two options:

## **New Gauge Combination**

- All 4 gauges used on the test strip must footprint 10 locations on the pavement. Pavement placed on a previous day may be used.
- The results of the footprint testing will be analyzed to see if a better combination of acceptable gauges is available.
- · If a better combination is found, those gauges should be used moving forward.
- If a better combination cannot be found, a new gauge correlation must be performed.
   (see below)

## Re-correlation of Gauges

- Follow all test strip procedures regarding correlating gauges except the following:
- · The 10 locations can be QC or QV random locations.
- · The locations used may have been paved on a previous day.
- Retesting with gauges must be done immediately prior to coring.
- New gauge offsets will be used for that day's paving and subsequent paving days. New gauge offsets will not be used to recalculate density results from prior days.

## **Density Dispute Resolution Procedure**

Density results may be disputed by the contractor on a lot-by-lot basis if one of the following criteria is met:

- · The lot average for either QC or QV is below the lower specification limit.
- The lot average for QC is different from the lot average for QV by more than 0.5%.
- The lot is in disincentive.

In lieu of using density gauges for acceptance of the lot, the lot will be cored in the QV locations. The results of the cores from the entire lot will be entered in the spreadsheet and used for payment. If the pay factor increases, the contractor will only receive the additional difference in payment for the disputed lot. If the pay factor does not increase, the department will assess the contractor \$2,000 for the costs of additional testing.

Notify the engineer in writing before dispute resolution coring. Immediately prior to coring, QC and QV will test the locations with nuclear density gauges.

Under the direct observation of the engineer, cut 100 or 150 mm (4 or 6 inch) diameter cores. Cut cores by the next day after completion of the lot, except if the next day is not a working day, then cut within 48 hours of placement. Prepare cores and determine density according to WTM T166. Dry cores after testing. Fill core holes according to Appendix A and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing. If a core is damaged at the time of coring, immediately take a replacement core 1 ft ahead of the existing testing location in the direction of traffic at the same offset as

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the damaged core. If a core is damaged during transport, record it as damaged and notify the engineer immediately.

## Sampling for WisDOT HMA PWL QMP Production

Sampling of HMA mix for QC, QV, Retained, and Extra split samples shall conform to WTM R97 and WTM R47.

## **Sampling Hot Mix Asphalt**

At the beginning of the contract, determine the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (sublot) for QC and Retained Samples and 1 per 3,750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP article. A test sample is obtained randomly from each sublot. Each random sample shall be collected at the plant according to WTM R97. Submit the random numbers for all mix sampling to the department before production begins.

## Example 1

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

The approximate location of each sample within the prescribed sublots is determined by selecting random numbers using WTM D3665. The random numbers selected are used in determining when a sample is to be taken and will be multiplied by the sublot tonnage. This number will then be added to the final tonnage of the previous sublot 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 shall be taken in the next truck (51-75 ton).

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

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

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

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

Collect QC, QV, Retained, and Extra split samples for all test strip and production mixture testing using a four-part splitting procedure according to WTM R47.

## **Calculation of PWL Mainline Tonnage Example**

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

## Solution:

$$\frac{1500\,ft\,\times\,12\,ft}{9\,sf/sy}\times\frac{2\,in\,\times112\,lb/sy/in}{2000\,lb/ton}=224\,tons$$

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## 39. HMA Pavement Longitudinal Joint Density.

#### **A Description**

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1,500 lane feet, and those lanes must also include the 460.2005 Incentive Density PWL HMA Pavement bid item. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. If echelon paving is required in the contract, the longitudinal joint density specification shall not apply for those joints. Longitudinal joints placed during a test strip will be tested for information only to help ensure the roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

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

## **B** Materials

Compact all applicable HMA longitudinal joints to the appropriate density based on the layer, confinement, and mixture type shown in Table B-1.

Percent of Target Maximum Density Layer Unconfined Confined LT and MT HT LT and MT HΤ Lower 89 90.5 88 89.5 (on crushed/recycled base) Lower 90[1] 90[1] 91.5[1] 91.5[1] (on Concrete/HMA) 90 90 Upper 91.5 91.5

TABLE B-1 MINIMUM REQUIRED LONGITUDINAL JOINT DENSITY

#### **C** Construction

Add the following to standard spec 460.3.3.2:

(5) Establish companion QC and QV density locations for each applicable joint. Each companion location shares longitudinal stationing with the respective QC or QV mainline density location within each sublot and is located transversely with the center of the gauge 6-inches from the final joint edge of the paving area. Sublot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate "M" for inside/median side of lane or "O" for outside shoulder side of lane, as well as "U" for an unconfined joint or "C" for a confined joint (e.g., XXXXX-MC or XXXXXX-OU).

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<sup>[1]</sup> Minimum reduced by 1.0 percent for a 1.25-inch-thick No. 5 mix lower layer constructed on a paved or milled surface.

- (6) Each joint shall be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.
- (7) For single nuclear density test results greater than 3.0% below specified minimums per Table B-1 herein, perform the following:
  - a) Testing at 50-foot increments both ahead and behind the unacceptable site.
  - b) Continued 50-foot incremental testing until test values indicate higher than or equal to -3.0 percent from target joint density.
  - c) Materials within the incremental testing indicating lower than -3.0 percent from target joint density are defined as unacceptable and will be handled with remedial action as defined in the payment section of this document.
  - d) The remaining sublot average (exclusive of unacceptable material) will be determined by the first forward and backward 50-foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

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

- (8) Joint density measurements shall be kept separate from all other density measurements and entered as an individual data set into Atwood Systems.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint nuclear testing location, shall be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints.
- (10) When not required by the contract, echelon paving may be performed at the contractor's discretion to increase longitudinal joint density and still remain eligible to earn incentive. The additional costs incurred related to echelon paving will not be paid for by the department. If lanes are paved in echelon, the contractor may choose to use a longitudinal vertical joint or notched wedge longitudinal joint as described in <a href="SDD 13c19">SDD 13c19</a>. Lanes paved in echelon shall be considered confined on both sides of the joint regardless of the selected joint design. The joint between echelon paved lanes shall be placed at the centerline or along lane lines.
- (11) When performing inlay paving below the elevation of the adjacent lane, the longitudinal joint along the adjacent lane to be paved shall be considered unconfined.

#### **D** Measurement

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

## **E** Payment

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

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

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#### PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY

#### PERCENT SUBLOT DENSITY

#### PAY ADJUSTMENT PER LINEAR FOOT

#### ABOVE/BELOW SPECIFIED MINIMUM

Equal to or greater than +1.0 confined, +2.0 unconfined	\$0.20
From 0.0 to +0.9 confined, 0.0 to +1.9 unconfined	\$0
From -0.1 to -1.0	\$(0.20)
From -1.1 to -2.0	\$(0.40)
From -2.1 to -3.0	\$(0.80)
More than -3.0	REMEDIAL ACTION[1]

<sup>&</sup>lt;sup>[1]</sup> Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting and may include partial sublots as determined and defined in 460.3.3.2(7) of this document. If unacceptable material is removed and replaced per guidance by the engineer, the removal and replacement will be for the full lane width of the side of which the joint was constructed with unacceptable material.

- (2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in <u>standard spec 450.5.2(3)</u>.
- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.
- (4) Inlay paving operations will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline.

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

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

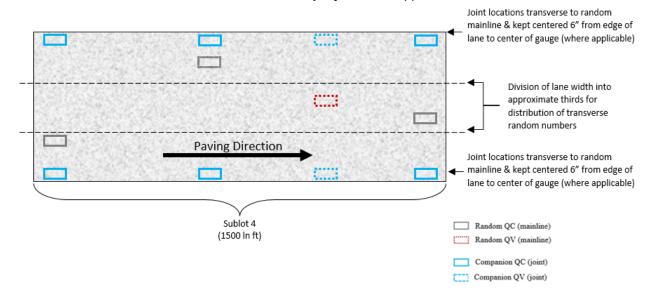
The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

## **Appendix**

## WisDOT Longitudinal Joint - Nuclear Gauge Density Layout

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

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



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

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

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

stp-460-075 (20240105)

## 40. Material Transfer Vehicle.

## **A Description**

This special provision describes providing Material Transfer Vehicles (MTV) and operators for use during HMA upper layer paving operations of the travel lanes as shown in the plan or as directed by the engineer.

#### **B** Materials

Furnish a self-propelled MTV with the ability to remix, maintain constant temperature, and continually feed the paver hopper. MTV storage capacity shall be adequate to provide continuous forward movement of the paver. Coordinate paver speed to match the delivery of material and capacity of the MTV to minimize stopping of the paver.

## **C** Construction

Ensure that an operator stays with the MTV at all times during moving operations. Keep the paver's hopper full at all times and the MTV's hopper filled such that the conveying augers are never exposed to avoid segregation of the material. Placement of HMA upper layer pavement in the travel lanes will not be allowed without the MTV. Tie ins of intersections, shoulders paved separately, and other non-travel lane areas will not require the use of the MTV.

## **D** Measurement

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The department will measure Material Transfer Vehicle once for the contract, acceptably completed, regardless the number of vehicles in use.

## **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

460.9000.S.01

Material Transfer Vehicle

EACH

Payment is full compensation for furnishing all material transfer vehicles and operators.

stp-460-900 (20230113)

## 41. Cold Patch, Item 495.1000.S.

## A Description

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

#### **B** Materials

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

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

Conform to the following gradation:

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

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

#### **C** Construction

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

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

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

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT495.1000.SCold PatchTON

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

stp-495-010 (20160607)

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## 42. Epoxy Crack Sealing, Item 509.9020.S.

## **A Description**

This special provision describes sealing cracks in concrete structures, as the plan details show.

#### **B** Materials

Furnish a material that is specifically designed for concrete crack sealing. Fill vertical cracks with a non-sag sealant.

Furnish a penetrating epoxy sealant manufactured by Sika, Adhesive Engineering, Technical Sealants, Dayton Superior, or equal. Before using, obtain the engineer's approval for the epoxy system which is proposed to seal the cracks.

#### **C** Construction

Before sealing, clean the cracks by chipping and by using high-pressure air.

After all of the cleaning is completed, inject epoxy sealant into the cracks to be sealed. Seal the cracks using the penetrating epoxy sealant as recommended by the sealant manufacturer.

#### **D** Measurement

The department will measure Epoxy Crack Sealing in length by the linear foot of crack, acceptably sealed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT509.9020.SEpoxy Crack SealingLF

Payment is full compensation for cleaning the cracks; and for furnishing and placing the epoxy sealant. stp-509-020 (20240703)

## 43. Riprap.

Replace standard spec 606.2.1 (3) with the following:

The contractor may not substitue waste concrete slabs for stone. Furnish clean quarry stone, free of all rebar and recycled concrete, and conforming to the size requirements specified for stone.

## 44. Topsoil and Salvaged Topsoil.

Replace 625.2 (1) with the following:

(1) Topsoil consists of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure the topsoil consists of the following:

Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand	10%	70%

<sup>\*</sup>Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C). Add the following to standard spec 625.2:

(3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.

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- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.
  - Replace 625.3.3 (3) with the following:
- (3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

## 45. Covering Signs.

Replace standard spec 643.2.3.3(2) with the following:

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

Add the following to standard spec 643.3.4.1 as paragraph five:

(4) If multiple messages on a single sign are required to be covered, minimize the number of holes created by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove sign coverings before placing fixed messages signs unless otherwise directed by the engineer.

## 46. Nighttime Work Lighting-Stationary.

## **A Description**

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

- B (Vacant)
- **C** Construction

#### C.1 General

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

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

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

#### C.2 Portable Lighting

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

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

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## C.3 Light Level and Uniformity

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

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

#### C.4 Glare Control

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

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

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

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

## **C.5 Continuous Operation**

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

## D (Vacant)

## **E** Payment

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

stp-643-010 (20100709)

## 47. Connected Arrow Board, Item 643.0810.S.

## **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, and removing connected arrow board(s) capable of reporting real-time work zone lane closure information to Wisconsin 511 and third-party vendors.

#### **B** Materials

Furnish items from the department's approved products list.

## **C** Construction

## C.1 General

Follow all requirements in Spec 643.3.

Place connected arrow board per plan or as the engineer directs.

Ensure the connected arrow board operates continuously when deployed on the project.

Ensure the connected arrow board and work zone location markers are from the same manufacturer.

Provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip local specialist with sufficient resources to correct deficiencies in the connected work zone start and end location markers.

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## **C.2 Testing and Configuration**

Prior to deployment, test the connected arrow board with the engineer to ensure the device is showing in the WZDx Device Feed. Send an email to <a href="mailto:DOTBTOworkzone@dot.wi.gov">DOTBTOworkzone@dot.wi.gov</a> to notify BTO that the devices have been turned on.

## C.3 Programming

Connected arrow board may be switched between the following pattern displays per the plan:

- Blank
- Right Arrow Static
- Right Arrow Flashing
- Right Arrow Sequential
- Left Arrow Static
- Left Arrow Flashing
- Left Arrow Sequential

When the connected arrow board is not displaying a pattern, the display shall be blank and the connected arrow board transmits its status to the data feed. When a connected arrow board is switched to a pattern, the connected arrow board transmits its location and its current operating mode to the data feed.

The connected arrow board and the remote management software shall provide a public GeoJSON/API feed, updated at least every minute, compliant with FHWA's Work Zone Data Exchange (WZDx) v4.2 (https://www.transportation.gov/av/data/wzdx) Device Feed specification.

## C.3 Reporting

If requested by the engineer, provide real-time status change alerts to a list of designated personnel via text and/or email. Send an alert each time a connected arrow board is switched between operating modes (e.g., each time a connected arrow board is switched between blank, flashing left arrow mode and flashing right arrow mode). Include the current operating mode, the previous operating mode, the date and time of the mode switch, and the location (latitude and longitude) of the device at the time of the mode switch in the alert.

## **D** Measurement

The department will measure the connected arrow board by the day, acceptably completed, measured per roadway.

The department will not measure the connected arrow board on days it is not required.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNIT643.0810.SConnected Arrow BoardDAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, testing, and removing the connected arrow board.

The department will deduct one day for each calendar day the connected work zone start and end location markers is required but out of service for more than 2 hours.

stp-643-012 (20250108)

## 48. Basic Traffic Queue Warning System, Item 643.1205.S.

## **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing a basic traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and activating the system.

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#### **B** Materials

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

## **B.1 Portable Traffic Sensors (PTS)**

Provide PTS that are nonintrusive and capable of capturing vehicle speed in miles per hour (mph). Integrate each sensor with a modem to communicate with the automated system manager.

## B.2 Static Traffic Control Signs with Temporary Flashing Beacon Signs (FBS)

Provide static traffic control signs with temporary flashing beacon signs conforming to standard spec 658.2(2) for Traffic Signal Faces. Ensure each FBS is integrated with a modem and other equipment (e.g., automated system manager) mounted on it, and acts as a single device for communicating with similarly integrated devices and displaying real-time traffic conditions.

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

Furnish ASM from department's approved products list that assesses current traffic data captured by the PTS and activates/deactivates the FBS based on predetermined speed thresholds.

## **B.4 System Communications**

Ensure Basic Traffic QWS communications meet the following requirements:

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

## **B.5 System Acceptance**

Submit vendor verification to the engineer and Bureau of Traffic Operations (<a href="mailto:DOTBTOworkzone@dot.wi.gov">DOTBTOworkzone@dot.wi.gov</a>) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision.

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

#### C Construction

## C.1 General

Install and reposition Basic Traffic Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations (<a href="mailto:DOTBTOworkzone@dot.wi.gov">DOTBTOworkzone@dot.wi.gov</a>) 14 calendar days before the pre-construction meeting.

PTS may be mounted on FBS, arrow board or other trailer devices.

Install PTS at the following locations:

- 1. Place first PTS within the lane closure taper.
- 2. Place second PTS 5,700 feet upstream of the lane closure taper or on FBS #3.
- 3. Place third PTS 2 miles upstream of the lane closure taper or on FBS #2.

Install FBS at the following locations, delineated by 5 drums:

- 1. Place first FBS (FBS #3) 5,700 feet upstream of the lane closure taper.
- 2. Place second FBS (FBS #2) 2 miles upstream of the lane closure taper.
- 3. Place third FBS (FBS #1) 3 miles upstream of the lane closure taper.

If there are more than 2 lanes or as specified in the plans, place FBS on both sides of the roadway.

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

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

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Promptly correct the system within 2 hours of becoming aware of a deficiency in the operation or individual part of the system.

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

Remove the system upon completion.

## C.2 Reports

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

## C.3 Meetings

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

## **C.4 Programming**

#### C.4.1 General

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

- 1. Provide a password protected login to the ASM, website and all other databases.
- Automatic setting of the FBS to reflect current traffic flow status updated every 60 seconds for congestion.
   Ensure to remove a congestion message when 180 seconds of average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.
- 3. The FBS activate based on pre-determined speed thresholds from the next downstream sensor.
  - FBS #3 shall activate based on traffic speeds at the PTS located within the lane closure taper.
  - FBS #2 shall activate based on traffic speeds at the PTS located approximately 1 mile upstream of lane closure taper, or at FBS #3.
  - FBS #1 shall activate based on traffic speeds at the PTS located 2 miles upstream of lane closure taper, or at FBS #2.
- 4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
  - Vehicle speeds
  - FBS triggers
  - Device locations
- 5. Archive all traffic data in a Microsoft Excel format with date and time stamps.
- 6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, FBS malfunctioning, PTS malfunction, loss of power, low battery, etc.
- 7. Automatically generate and send an email alert any time a user specified queue is detected by the system.
- 8. Ensure the system autonomously restarts in case of any power failure.

## C.4.2 System Operation Strategy

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

The sequences below are a minimum requirement, but can be adjusted at the discretion of the engineer, are as follows:

#### Free Flow:

If the current PTS speed on a downstream section is at or above 40 mph, the next upstream FBS will not flash.

## Slow or Stopped Traffic:

If the current PTS speed on a downstream section of the roadway is between the 39 mph and 0 mph (for example, 35 mph), the next upstream FBS shall flash.

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## C.5 Calibration and Testing

At the beginning of the project perform a successful field test and calibration at the Basic Traffic QWS location to verify the system is detecting accurate vehicle speeds, and accurately relaying the information to the ASM and the FBS.

Send email of successful calibration and testing to the engineer.

#### **D** Measurement

The department will measure Basic Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT643.1205.SBasic Traffic Queue Warning SystemDAY

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

Failure to correct a deficiency to the FBS, PTS, or ASM within 2 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

Failure to correct the website within 2 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

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

stp-643-046 (20250108)

## 49. Connected Work Zone Start and End Location Markers, Item 643.1220.

## **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, and removing connected work zone start and end location markers capable of reporting real-time work zone location information to Wisconsin 511 and third-party vendors.

#### **B** Materials

Furnish items from the department's approved products list.

## **C** Construction

#### C.1 General

Follow all requirements in Spec 643.3.

Place work zone start location marker at the beginning of the work zone per plan or as the engineer directs. Clearly label the work zone start location marker so that it is easily distinguishable by field personnel.

Place work zone end location marker at the end of the work zone per plan or as the engineer directs. Clearly label the work zone end location marker so that it is easily distinguishable by field personnel.

Ensure the connected work zone start and end location markers operate continuously when deployed on the project.

Ensure the work zone location markers and connected arrow board are from the same manufacturer.

Provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip local specialist with sufficient resources to correct deficiencies in the connected work zone start and end location markers.

#### C.2 Testing and Configuration

Prior to deployment, test the connected work zone start and end location markers with the engineer to ensure devices are showing in the WZDx Device Feed. Send an email to <a href="mailto:DOTBTOworkzone@dot.wi.gov">DOTBTOworkzone@dot.wi.gov</a> to notify BTO that the devices have been turned on.

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## **C.3 Programming**

When the work zone start location marker is switched to the ON mode, the begin location marker transmits to the data feed its location and identity as a work zone start location marker. The end location marker functions similarly.

The connected work zone start and end location markers and their remote management software shall provide a public GeoJSON/API feed, updated at least every minute, compliant with FHWA's Work Zone Data Exchange (WZDx) v4.2 (<a href="https://www.transportation.gov/av/data/wzdx">https://www.transportation.gov/av/data/wzdx</a>) Device Feed specification.

Switch the work zone start and end location markers to OFF mode when temporary traffic control is removed, and the normal traveled way is restored.

## C.4 Reporting

If requested by the engineer, provide real-time status change alerts to a list of designated personnel via text and/or email. Send an alert each time the connected work zone start and end location markers are switched between operating modes (e.g., each time a work zone start/end location marker is switched between ON mode and OFF mode). Include the date and time of the mode switch, and the location (latitude and longitude) of the device at the time of the mode switch in the alert.

#### **D** Measurement

The department will measure the connected work zone start and end location markers by the day, acceptably completed, measured per roadway.

The department will not measure the connected work zone start and end location markers on days they are not required.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 643.1220.S Connected Work Zone Start and End Location Markers DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, testing, and removing the complete system consisting of connected work zone start and end location markers.

The department will deduct one day for each calendar day the connected work zone start and end location markers is required but out of service for more than two hours.

stp-643-122 (20250108)

## 50. Temporary Audible Message Devices, Item 644.1900.S.

## **A Description**

This special provision describes providing, maintaining, and removing temporary audible message devices. These devices are used on temporary pedestrian facilities to guide individuals with sight disabilities.

## **B** Materials

Furnish temporary audible message devices from the approved products lists.

## **C** Construction

Provide and maintain temporary audible message device. Maintain and repair devices within two hours of being notified by the project engineer of an issue.

Contractors record messages as approved by the engineer.

Mount temporary audible message devices on drums, temporary sign supports, or other locations approved by the engineer. Locate motion detection areas that will be effective in activating the device to operate properly. Avoid locating motion detection areas that will cause activation by trees, traffic, or other known regular activity.

Move and adjust devices after disruptions by the work or the public.

Maintain devices in a working condition and replace batteries as needed. Replace any devices that are not working properly within 2 hours of being notified of an issue.

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Use tamper-proof hardware for mounting.

## **D** Measurement

The department will measure temporary audible message devices by the day, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 644.1900.S Temporary Audible Message Device DAY

Payment is full compensation for providing, maintaining, and removing temporary audible message device.

The department will not pay for devices that are inoperable.

stp-644-190 (20250108)

## 51. Install Conduit Into Existing Item, Item 652.0700.S.

## **A Description**

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

#### **B** Materials

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

## **C** Construction

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

## **D** Measurement

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

## **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

652.0700.S

Install Conduit Into Existing Item

EACH

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

stp-652-070 (20230629)

## 52. Intelligent Transportation Systems (ITS) – Control of Materials.

## Standard spec 106.2 - Supply Source and Quality

Add the following to standard spec 106.2:

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

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Department-Furnished Items
CCTV Cameras
CCTV Camera Poles
Dynamic Message Sign (DMS)

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Traffic Management Center (TMC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the Statewide ITS Engineer, Dean Beekman at (414) 227-2154 to coordinate pick-up of equipment.

Pick up cabinets and solar power systems, including batteries, at the department's TMC equipment storage facility at 633 W. Wisconsin Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact Dean Beekman to coordinate pick-up of equipment.

Large department-furnished equipment, such as camera poles and dynamic message signs will be delivered by the supplier to a contractor-controlled site identified by the contractor. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation.

Within two weeks of Notice to Proceed, contact the engineer and Dean Beekman. Provide the address and contact information for the contractor-controlled location for delivery and the desired delivery schedule for the large state-furnished materials.

Transportation of the equipment between the electric shop and the field or interim locations are the responsibility of the contractor.

## Standard spec 106.3 - Approval of Materials

Add the following to standard spec 106.3:

## **Design/Shop Drawings**

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

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

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

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

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

stp-670-005 (20230629)

## 53. Intelligent Transportation Systems - General Requirements.

## **A Description**

## A.1 General

This special provision describes providing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as the plans show.

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Unusual aspects of this project include:

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

## A.2 Surge Protection

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

#### **B** Materials

#### **B.1 General**

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

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

## **B.2 Outdoor Equipment**

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

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

## **B.3 Custom Equipment**

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

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

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

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

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

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

## **B.4 Environmental Conditions**

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

- 1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
- 2. Duty Cycle: Continuous
- 3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.

## 4. Electrical Power:

- 4.1. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
- 4.2. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
- 4.3. Line voltage transients: The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

## 5. Temperature and Humidity:

- 5.1. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- 5.2. **Equipment in Controlled Environments:** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

## **B.5 Patch Cables and Wiring**

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

## **B.6 Surge Protection**

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

- 1. The protectors shall suppress a peak surge current of up to 10k amps.
- 2. The protectors shall have a response time less than one nanosecond.
- 3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage and clamp the voltage between each wire and ground at 50 volts.
- 4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
- 5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- 6. There shall be no more than two pairs per protector.
- 7. It shall be possible to replace the protector without using tools.

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

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#### C Construction

#### C.1 Thread Protection

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

#### C.2 Cable Installation

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

## C.3 Wiring

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

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for labeling methods before use.

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

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

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

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

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

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

#### C.4 System Operations

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

#### **C.5 Surge Protection**

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

#### **D** Measurement

The department will not measure the work performed under this special provision.

## **E** Payment

The department will pay for the work performed under this special provision under the contract ITS bid items.

stp-670-010 (20230629)

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## 54. Fertilizer Type B, Special, Item SPV.0030.01.

## **A Description**

This special provision describes providing and incorporating special fertilizing material in the soil areas proposed in the plans, and according to standard spec 629 except as follows:

## **B** Materials

Replace 629.2.1.3 with the following:

(1) Fertilizer Type B Special will conform to the following requirements:

Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.

Phosphorus, not less than 15%

Potash, not less than 9%

(2) The total nitrogen, phosphorus, and potash shall equal at least 48 percent.

#### **C** Construction

Replace 629.3.1.3 with the following:

Apply fertilizer containing at least 48 percent total nitrogen, phosphorus, and potash at 5 pounds per 1,000 square feet unless otherwise directed by the engineer. For Fertilizer Type B Special that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

## Conversion Factor = 48 / New Percentage of Components

#### **D** Measurement

The department will measure Fertilizer Type B, Special by the hundred pounds (CWT) acceptably completed, measured based on the application rate of 5 pounds per 1,000 feet. The department will not measure fertilizer used for the bid items under 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of cwt. of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

## **E Payment**

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

ITEM NUMBER DESCRIPTION

UNIT

SPV.0030.01 Fertilizer Type B, Special

**CWT** 

Payment is full compensation for providing, hauling, placing and incorporating the fertilizer material.

SER-629-001 (20221010)

## 55. Gabions, Item SPV.0035.01.

## **A Description**

This special provision describes providing, furnishing and placing a protective course of stone confined by wire baskets consisting of stone, gabions, wire fasteners, anchor stakes and filter fabric.

#### **B** Materials

#### **B.1 Stone**

The stone shall conform to the requirements of Lightweight Riprap and shall not contain objectionable quantities of dirt, sand, clay, or rock fines. The stone shall be well graded with maximum stone dimensions ranging between 4 to 8 in. (100 to 200 mm). No stone shall have a minimum dimension less than 3 in. (75 mm).

#### **B.2 Gabions Baskets**

The baskets shall be constructed of galvanized, aluminized, or PVC-coated galvanized or aluminized steel wire Gabion baskets shall be constructed of one of the following two types:

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#### **B.2.1 Mesh Fabric**

Hexagonal mesh fabric with at least three half twists. The hexagonal mesh fabric opening shall have nominal dimensions of 3.25 x 4.50 in. (82 x 115 mm).

Welded wire reinforcement with a minimum average weld shear value of 584 lb. (2600 N) with no value less than 450 lb. (2000 N). The welded wire reinforcement opening shall have nominal dimensions of  $3.00 \times 3.00$  in. (75 x 75 mm).

#### **B.2.2 Wires**

Wires for Selvedges, Lacing, and Internal Connections. All wires shall be of the same material and coating finish as the hexagonal mesh fabric or welded wire reinforcement used in the basket.

Galvanized Steel Wire shall be according to ASTM A 641 (A 641M), Class 3, Soft.

Aluminized Steel Wire. The wire shall be according to ASTM A 809, Soft.

PVC-Coated Galvanized or Aluminized Steel Wire. The PVC coating shall be applied to wire according to ASTM A 641 (A 641M), Class 3, Soft, or ASTM A 809, Soft. The PVC shall be extruded and adhered (bonded), shall be according to ASTM D 2287, and shall be 0.020 in. ± 0□005 in. (0.500 mm± 0.125 mm). The color of the PVC material shall be gray. The PVC coating shall be self-extinguishing and shall not support combustion when subject to the horizontal flame test of ASTM A 470.

Wire Diameter. The minimum diameter of wires after coating for gabions and slope mattresses shall be according to the following tables.

#### **B.3 Wire Fasteners**

Wire fasteners shall be made of galvanized steel wire, aluminized steel wire, or stainless-steel wire. Galvanized wire fasteners shall be used on galvanized baskets, aluminized wire fasteners shall be used on aluminized baskets, and stainless-steel wire fasteners shall be used on PVC coated baskets. Wire fasteners shall resist a force of at least 600 lb. (2700 N) while remaining in a closed position when subjected to a directional tension force along any axis of the fastener.

Galvanized Steel Wire. Coating requirements shall be according to ASTM A 764, Type 3.

Aluminized Steel Wire. Coating requirements shall be according to ASTM A 809.

Stainless Steel Wire. The wire shall be according to ASTM A 313, 302 grade.

#### **B.4 Anchor Stakes**

Steel stakes in accordance with ASTM F 1554 Grade 36 steel.

#### **B.5 Filter Fabric**

Filter Fabric in accordance with WisDOT 645 Geotextiles, 645.2.2.6 Geotextile Type R.

## **C** Construction

## **C.1 Fabricating Gabions and Slope Mattresses**

Baskets shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the plans. Baskets furnished by the manufacturer shall be of uniform size. Baskets shall be of single unit construction, i.e., the base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the basket in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh. Where the length of the basket exceeds 1 1/2 times its horizontal width, the basket shall be equally divided by diaphragms, of the same mesh and gauge as the body of the baskets, into cells whose length does not exceed the horizontal width. The basket shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. Baskets shall be assembled by tying or fastening all untied edges. The tying wire shall be tightly laced around every opening along the seams in such a manner that single and double loops are alternated. If wire fasteners are used, they shall be installed at approximately 4 to 6 in. (100 to 150 mm) intervals, but not less than one fastener for each opening along the joint.

All perimeter edges of the baskets, including end panels and the diaphragms, if any, shall be mechanically selvedge in such a way as to prevent any unravelling of the mesh and to develop the full strength of the mesh. The wire used for the selvedge shall have a diameter greater than that of the wire used to form the mesh.

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#### C.2 Foundation Preparation.

The bed for the gabions shall be trimmed and shaped to conform to the line and grade shown on the plans.

## **C.3 Gabion Placement**

After the Engineer has approved the foundation preparation, a layer of filter fabric shall be installed. Installation of the filter fabric will be required under the gabions and behind the gabions. The filter fabric shall be installed according to the plans.

The baskets shall be placed as shown on the plans. The stone material shall be placed in close contact in the unit so that maximum fill is obtained.

Empty basket units shall be assembled individually and placed on the approved surface to the lines and grades as shown on the plans or as directed by the Engineer, with the sides, ends, and diaphragms erected in such a manner to ensure the correct position of all creases and that the tops of all sides are level. All adjoining empty gabion units shall be secured to the adjoining unit in order to obtain a monolithic structure. Wire fasteners may be used in lieu of lacing wire for forming individual baskets, joining empty baskets together and closing lids. Binding wire or wire fasteners shall be used along vertical reinforced edges and top selvedges. When baskets are stacked, the base of the top basket shall be tightly wired or fastened to the lower basket at front and back. Lacing of adjoining basket units shall be accomplished by continuous stitching with alternating single and double loops at intervals of not more than 5 in. (125 mm). All lacing wire terminals shall be securely fastened. If wire fasteners are used, a fastener shall be provided at each opening along the joint. A minimum of six fasteners are required per 3 ft (1 m) seam, three fasteners are required per 18 in. (450 mm) seam and tw0 fasteners per 12 in. (300 mm) seam.

The initial line of basket units shall be placed on the prepared surface in a direction parallel to stream flow, and partially filled to provide anchorage against deformation and displacement during filling operations. After adjoining empty basket units are set to line and grade and common sides with adjacent units thoroughly laced or fastened, baskets shall be placed in tension and stretched to remove any kinks from the mesh and to a uniform alignment. The stretching of empty basket units shall be accomplished in such a manner as to prevent any possible unraveling.

Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage the wire coating, to ensure a minimum of voids between the stones, and the maintenance of alignment throughout the filling process. Undue deformation and bulging of the fabric shall be corrected prior to further stone filling. To avoid localized deformation, the basket units in any row are to be filled in stages consisting of maximum 12 in. (300 mm) courses. Baskets 18 in. (450 mm) tall or more shall use connecting wires in each internal compartment after each 9 or 12 in. (225 or 300 mm) lift, except when the lid is closed over the last lift. For baskets 18 in. (450 mm) tall, the connecting wires shall be installed between the 9 in. (225 m) lifts of stone. The 3 ft (1 m) tall baskets shall have connecting wires installed between each 12 in. (300 mm) lift of stone. These wires shall connect the front face to the back face. All connecting wires shall be looped around two openings and the ends of the wires securely twisted to prevent loosening. For end units, two additional connecting wires shall be placed at each level perpendicular to the normally required connecting wires.

At no time shall any cell be filled to a depth exceeding 12 in. (300 mm) more than the adjoining cell. The maximum height from which the stone may be dropped into the basket units shall be 3 ft (1 m).

Along all exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to ensure a neat and compact appearance. The last layer of stone shall be leveled with the top of the gabion to allow for the proper closing of the lid and to provide an even surface that is uniform in appearance. Lids shall be stretched tight over the stone fill using only an approved lid closing tool, until the lid meets the perimeter edges of the front and end panels. Using crowbars or other single point leverage bars for lid closing shall be prohibited. The lid shall then be tightly tied with lacing wire along all edges, ends, and internal cell diaphragms by continuous stitching with alternating single and double loops at intervals not more than 5 in. (125 mm). Wire fasteners may be used in lieu of lacing wire. Special attention shall be given to see that a projections or wire ends are turned into the baskets. Where shown on the plans or as directed by the Engineer, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded, and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus material cut out completely, or folded back and neatly wired to an adjacent gabion face. The assembling, installation, filling, lid closing, and lacing of the reshaped gabion units shall be carried out as specified above.

#### **D** Measurement

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D.1 The department will measure Gabions by the cubic yards (CY) acceptably completed.

Gabions will be measured based on the actual lengths, widths, and depths.

Riprap place in the Gabions will not be measured separately for payment.

Filter fabric under Gabions will be not be separately measured for payment.

## **E Payment**

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

ITEM NUMBER DESCRIPTION UNIT SPV.0035.01 Gabions CY

Payment is full compensation for acquisition, transporting, placing, excavation and disposal, and equipment, labor, materials, tools and incidentals.

## 56. Mobilizations Emergency Pavement Repair, Item SPV.0060.05.

## **A Description**

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

## B (Vacant)

#### **C** Construction

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

#### **D** Measurement

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

## **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.05
 Mobilizations Emergency Pavement Repair
 EACH

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

sef-999-025 (20170310)

## 57. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV. 0060.06.

#### **A Description**

This special provision describes closing and re-opening a freeway entrance ramp and associated auxiliary lane.

## B (Vacant)

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#### **C** Construction

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

## **D** Measurement

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

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.06 Traffic Control Close-Open Freeway Entrance Ramp

EACH

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

sef-643-001 (20180627)

## 58. Traffic Control Close-Open Freeway to Freeway System Ramp, Item SPV. 0060.07.

## **A Description**

This special provision describes closing and re-opening a freeway-to-freeway system ramp.

## B (Vacant)

## **C** Construction

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

#### **D** Measurement

The department will measure Traffic Control Close- Open Freeway to Freeway System Ramp by each individual closure, acceptably completed.

## **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.07
 Traffic Control Close- Open Freeway to Freeway System Ramp
 EACH

Payment is full compensation for closing and re-opening a freeway-to-freeway system ramp. Traffic Control devices will be paid separately.

sef-643-002 (20180627)

## 59. Traffic Control Full Freeway Closure, Item SPV. 0060.08.

#### **A Description**

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

## B (Vacant)

## **C** Construction

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

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#### **D** Measurement

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

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.08Traffic Control Full Freeway ClosureEACH

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

sef-643-003 (20180627)

## 60. Traffic Control Local Road Lane Closures, Item SPV.0060.10.

#### **A Description**

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

## B (Vacant)

#### **C** Construction

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

#### **D** Measurement

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

## **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.10
 Traffic Control Local Road Lane Closures
 EACH

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

sef-643-035 (20171004)

## 61. Survey Project 1030-43-71, Item SPV.0060.11; Survey Project 1030-43-72, Item SPV.0060.13.

## **A Description**

This special provision describes modifying standard specifications 105.6 and 650 to define the requirements for construction staking for this contract. Conform to sections 105.6 and 650 and as follows.

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- storm sewer
- subgrade
- base

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- curb
- gutter
- curb and gutter
- pipe culverts
- drainage structures
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- overhead signs
- supplemental control
- ITS
- FTMS
- pedestrian curb ramps
- sidewalk
- parking lots
- traffic control items

## B (Vacant)

#### C Construction

Add the following to standard spec 650.3.1(6):

Confirm with engineer before using global positioning methods to establish the following:

- Structure layout horizontal or vertical locations.
- Concrete pavement vertical locations.
- Curb, gutter, and curb & gutter vertical locations.
- · Concrete barrier vertical locations.
- Storm Sewer layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.

Replace standard spec 650.3.1.1(2) with the following:

- (6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:
  - Raw data files
  - Digital stakeout reports
  - Control check reports
  - Supplemental control files (along with method used to establish coordinates and elevation)
  - Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Add the following to standard spec 650.3.1.2.1

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

Add the following to standard spec 650.3.1.2.3.1:

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The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Add the following to standard spec 650.3.3:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

#### **D** Measurement

Replace standard spec 650.4 with the following:

(1) The department will measure Survey Project 1030-43-71 and Survey Project 1030-43-72 as a single unit for each project, 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.0060.11	Survey Project 1030-43-71	EACH
SPV.0060.13	Survey Project 1030-43-72	EACH

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

sef-650-005 (20181219)

## 62. Remove Ground Mount DMS, Item SPV.0060.21.

#### **A Description**

This special provision describes removing an existing ground mount Dynamic Message Sign (DMS), controller, and cables; storing the sign for the ITS maintenance contractor to salvage useful parts; and disposing of remaining undesired parts.

## **B** Materials

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

Existing sign assembly consists of dynamic message sign, hardware for mounting sign on sign structure, and sign controller. Cabling for the dynamic message sign and controller is contained in rigid conduit. The above components are mounted to structural steel sign supports (to be left in place for re-use).

Removed DMS is approximately 18' long by 7' tall and weighs approximately 1,500 pounds.

## **C** Construction

Carefully remove the dynamic message sign and store it in a protected facility. Coordinate with Brian Scharles, (262) 814-7306 ten days in advance of removal so that salvaging useful parts may be scheduled. The ITS maintenance contractor will remove useful parts within 2-weeks of the sign being made available to them.

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

Carefully remove the controller from the cabinet for storage and store for the ITS maintenance contractor to pick up.

After the Department has obtained all desired parts, the contractor shall properly dispose of all remaining undesired parts appropriately off the project area.

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#### **D** Measurement

The department will measure Remove Ground Mount DMS by the unit, acceptably removed and stored for parts removal.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.21Remove Ground Mount DMSEACH

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

## 63. Install Ground Mount DMS, Item SPV.0060.22.

## **A Description**

This special provision describes installing a state-furnished Dynamic Message Sign (DMS) and controller on structural steel sign supports (existing or paid for separately) and integrating the sign and making it functional in the existing system.

#### **B** Materials

Materials will include state-furnished materials and contractor furnished materials.

State-furnished materials include the following:

- One (1) Daktronics Vanguard DMS. The DMS is 17'-10" long by 6'-9" tall and weighs approximately 1,500 pounds.
  - o The DMS controller and power supplies are integrated into the DMS.
  - State-furnished DMS will include horizontal Z-brackets on the back of the enclosure across the length of the DMS to be used to mount the DMS on vertical supports.

Contractor furnished materials include the following:

- AWG #6 copper wire to bond the sign to an adjacent ground rod.
- Category 5 network cable to connect the DMS to the adjacent communications device (Ethernet switch
  or cell modem).
- Power wires (sized per manufacturer's recommendation) from adjacent cabinet containing the communications and power sources.
- · Stainless steel hardware to connect the DMS to new or existing structural steel sign supports.

Overhead sign support, structural steel supports, ground rod(s), conduit, and wiring to the control cabinet will be paid for separately.

## **C** Construction

Within 2-weeks of Notice to Proceed, contact the engineer and Statewide ITS Engineer Dean Beekman ((414) 227-2154). Provide the address and contact information for the contractor-controlled location for delivery and the desired delivery schedule for the DMS. The department will coordinate with the department's contracted DMS vendor for delivery as close as possible to desired delivery date.

The contractor may request that the engineer or other department representative be present at delivery to witness condition of the DMS. Photograph and note any damage or irregularities in the materials being delivered. The engineer or department representative will coordinate resolution of any damage or irregularities with the DMS vendor. Store the DMS while resolution is being coordinated with the DMS vendor.

Store the DMS in a safe and secure location until installation.

Transport the DMS, controller, and controller cable to the installation site.

Follow all manufacturer recommendations and instructions for installation.

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Mount the DMS to new or existing structural steel sign supports with new stainless-steel hardware. As appropriate, use existing holes in the structural steel sign supports.

Connect the power and control cable in accordance with the manufacturer's recommendations.

Install the load center so that the main breakers control all power to the sign and cabinet. Provide at least three branch circuits, one for the sign, one for the controller and communication equipment, and one for all cabinet accessories, such as fan, light, and heater. Only protect the branch serving the controller and communication equipment with the second stage of the surge protector. Connect the power and control cables according to the manufacturer's recommendations. Run the cables in rigid metallic conduit or flexible metallic conduit, or combination of these, within the sign structure.

Bond the sign directly to one or more ground rods per the manufacturer's instructions and Article 250 of the NEC. Do not bond the sign to the structure. Use exothermic welding at each end of the ground wire. Use an AWG # 6 solid, bare copper wire to bond the sign structure to the ground rod(s). Use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the sign's ground bar to ground does not exceed 4 ohms. Add more ground rods if necessary to achieve this requirement.

#### **D** Measurement

The department will measure Install Ground Mount DMS as a unit, acceptably installed and tested.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.22Install Ground Mount DMSEACH

Payment is full compensation for installation of the sign and controller; fabrication and installation of all mounting hardware; furnishing and installation of control and power cables; testing the sign and controller.

## 64. Ground Rod, Item SPV.0060.23.

#### **A Description**

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

#### **B** Materials

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

## **C** Construction

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

#### **D** Measurement

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

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.23Ground RodEACH

Payment is full compensation for installation of the ground rod and ground wire; welding and connections at both ends of the ground wire; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## 65. Emergency Response to Traffic Involving Crash Cushion, Item SPV.0060.24.

#### **A Description**

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

## B (Vacant)

## **C** Construction

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

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

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

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

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

## **D** Measurement

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

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.24Emergency Response to Traffic Involving Crash CushionEACH

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

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

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

## 66. Emergency Response to Traffic Involving Concrete Barrier Temporary, Item SPV.0060.25.

## **A Description**

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

## B (Vacant)

#### **C** Construction

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

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

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

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

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

#### **D** Measurement

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

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.25 Emergency Response to Traffic Involving Concrete Barrier Temporary EACH

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

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

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

## 67. Anchor Slab Repair at Inlet, Item SPV.0060.41.

## **A Description**

This special provision describes providing concrete masonry on the sawed anchor slab preparation areas of the retaining wall. Conform to standard spec 502 and standard spec 509.

## **B** Materials

#### **B.1 Neat Cement**

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

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#### **B.2 Concrete**

Furnish grade C or E concrete conforming to standard spec 501 for anchor slab repair areas except as follows:

- 1. The contractor may increase slump of grade E concrete to 3 inches.
- 2. The contractor may use ready-mixed concrete.

Provide QMP for class II ancillary concrete as specified in standard spec 716.

#### **B.3 Preformed Filler**

Furnish preformed filler conforming to standard spec 502.2.7.

#### C Construction

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

Define the limits of removal with a 1" deep saw cut.

#### **C.2 Neat Cement**

Immediately before placing the concrete, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

## **C.3 Placing Concrete**

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all anchor slab repair areas a final hand float finish.

## **C.4 Curing Concrete**

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

#### **D** Measurement

The department will measure Anchor Slab Repair at Inlet, as a single unit of work for each inlet, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.41Anchor Slab Repair at InletEACH

Payment is full compensation for removing and disposing of deteriorated concrete; for saw cutting; for cleaning reinforcing steel; and for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

# 68. Precast Concrete Wall Panel Repair R-40-382, Item SPV.0060.42; Precast Concrete Wall Panel Repair R-40-417, Item SPV.0060.43; Precast Concrete Wall Panel Repair R-40-439, SPV.0060.44.

## **A Description**

This special provision describes removing and disposing of unsound concrete and providing concrete masonry for repairing the precast concrete wall panel of mechanically stabilized earth retaining wall. Conform to standard spec 502 and standard spec 509.

## **B** Materials

#### **B.1 Concrete Screws**

Furnish 410 stainless steel hex head concrete screws.

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#### **B.2 Neat Cement**

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

#### **B.3 Concrete**

Furnish grade C or E concrete conforming to standard spec 501 for wall panel repair. The contractor may increase the slump for grade E concrete to a maximum of 4 inches.

Provide QMP for class II ancillary concrete as specified in standard spec 716.

#### **B.4 Non-shrink Grout**

Furnish one of the Non-shrink commercial grout from the department's approved products list.

## **B.5 Penetrating Epoxy Sealant**

Furnish a penetrating epoxy sealant manufactured by Sika, Adhesive Engineering, Technical Sealants, Dayton Superior, or equal. Before using, obtain the engineer's approval for the epoxy system which is proposed to seal the cracks.

#### **C** Construction

## **C.1 Preparation**

Remove unsound portions of precast concrete wall panel as directed by the engineer. Preserve existing reinforcement steel. Make 1-inch deep saw cut at the limits of wall panel repair before removal of the deteriorated concrete. Dispose of removed material as specified in standard spec 509.3.4. Clean the surfaces against which placing the new concrete to remove loose particles and dust, and keep continuously wet for a period of 2 hours before placing the new concrete.

#### C.2 Neat Cement

Immediately before placing the concrete, coat the prepared surfaces with a neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

## C.3 Sealing Cracks

Before sealing, clean the cracks by chipping and by using high-pressure air.

After all of the cleaning is completed, inject epoxy sealant into the cracks to be sealed. Seal the cracks using the penetrating epoxy sealant as recommended by the sealant manufacturer. Where the crack width exceeds 1/4" fill the crack with non-shrink grout.

## C.4 Placing Concrete

Place concrete conforming to standard spec 502.

#### **C.5 Curing Concrete**

Cure the concrete wall panel repair concrete conforming to standard spec 502.2.6(1).

## **D** Measurement

The department will measure Precast Concrete Wall Panel Repair as a single unit for each structure, acceptably completed.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.42	Precast Concrete Wall Panel Repair R-40-382	EACH
SPV.0060.43	Precast Concrete Wall Panel Repair R-40-417	EACH
SPV.0060.44	Precast Concrete Wall Panel Repair R-40-439	EACH

Payment is full compensation for providing the repair; for removing and disposing of deteriorated concrete; for sealing the cracks; for forming; and for the volume of concrete used in the repair.

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## 69. Pavement Cleanup, Item SPV.0075.01.

## **A Description**

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

#### **B** Materials

## **B.1** Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

## **C** Construction

#### C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

## C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP).

Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- IH 41
- IH 43
- IH 94
- IH 894
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

## **D** Measurement

The department will measure Pavement Cleanup by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours.

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Total hours shall be to the nearest 0.25 hour that work under this item was performed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0075.01 Pavement Cleanup HOURS

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

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## 70. Foam-Jacking, Item SPV.0085.01.

## **A Description**

This special provision describes preparation, furnishing, boring, drilling and pumping high density polyurethane (HDP) under the concrete pavement to fill voids as the plans show or as directed by the engineer.

#### **B** Materials

Provide a two-part high-density polyurethane (HDP) system designed for highway roadways. The material shall be hydrophobic and closed cell as to not be compromised by moisture under the pavement.

The HDP material must attain at least 90 percent of its compressive strength within 30 minutes after injection and it must be a two-part (1:1 by volume) HDP, Star 486 or equivalent.

A two-year manufacturer material warranty against shrinkage or deterioration is required. If settlement occurs during the warranty period, the manufacturer will be required to reinject HDP material to densify the soil and restore the pavement to grade at no cost to the department.

Provide a general certification from the HDP manufacturer for each shipment stating the material meets or exceeds the following requirements and must be submitted with the bid documents:

Property	Required Value	ASTM Standard
Density	3.8 lbs/ft <sup>3</sup> to 4.2 lbs/ft <sup>3</sup>	ASTM D1622
Compressive Strength, min	60 psi	ASTM D1621
Tensile Strength, min	60 psi	ASTM D1623
Shear Strength, min	40 psi	ASTM C273
Closed Cell Content	85%	ASTM D6226

## **C** Construction

Conduct the work according to the manufacturer's published guidelines, the standard specifications and as detailed herein.

The contractor must possess at least five years of experience and successfully completed 10 or more projects of similar scope conducting this type of work. Submit documentation to the engineer for approval with sufficient detail to verify qualifications.

Submit a plan to the engineer for approval at least ten work days prior to the start of work detailing the proposed soil testing, injection limits, injection pattern, injection depth and pavement survey. Conduct the pavement survey before and after completing the work.

Once on site, prepare the area which may require saw cutting of the joints and removal of asphalt as directed by the engineer.

Drill a series of injection holes (5/8 inch to 2-inch diameter) through the existing pavement and approach slabs at intervals and depths that will facilitate the complete densification of the soil and/or filling of the

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voids below the slabs around the existing bridge approach slabs to the limits defined on the plans or as directed by the engineer.

Once preparation is complete as outlined above, insert polyurethane foam material until the approach pavement and slabs no longer have voids below the pavement. The pavement slabs are not to be raised above the existing elevations. During the active foam jacking operation, as soon as the existing pavement slabs begin to rise in elevation, the foam jacking operation shall be completed.

Perform work in a manner that avoids pavement blowout, cracking, excessive lifting, uneven pavement, or excessive lateral pressure on adjacent retaining walls. Damage caused by the contractor's operation must be repaired to a like condition at no cost to the department.

If the initial injection does not produce desired results, the injection process must be repeated until an acceptable improvement has been attained.

At completion of the work, patch the drilled holes with engineer approved product so they are flush with existing surface.

Dispose of excess HDP material and other debris according to the standard specifications

#### **D** Measurement

The department will measure Foam-Jacking by the pounds of polyurethane system, acceptably pumped into the drilled holes to fill the voids and raise the slab. Quantity will be measured using scale on site.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0085.01 Foam-Jacking LB

Payment is full compensation for preparation of approach pavement and slabs, providing and pumping the polyurethane system, patching the drilled holes, and disposal of excess material and debris.

# 71. Sealing Cracks and Joints with Hot-Applied Sealant, Item SPV.0085.02.

# **A Description**

This special provision describes sealing primary cracks and joints at locations specified in the plans by means of routing or cleaning.

The item Sealing Cracks and Joints with Hot-Applied Sealant consists of routing or cleaning primary cracks and joints prior to sealant application and applying the sealant as the plans show or as directed by the engineer. Routing, if required, will be determined in the field by the engineer.

Primary cracks are defined as transverse, longitudinal, and centerline cracks greater than or equal to 1/4 inches wide but less than or equal to 1/2 inch wide

# **B** Materials

#### **B.1 Sealant Material**

Use a sealant material meeting the requirements of ASTM D6690 Type II or Type IV: Joint and Crack Sealants, Hot Applied, for Asphalt and Concrete Pavements. Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name
- Trade name of sealant
- Manufacturer's batch or lot number
- ASTM D6690, Type II or Type IV
- Minimum application temperature
- Maximum (or safe) heating temperature

Provide the engineer with a certificate of compliance along with a copy of the manufacturer's recommendations on heating, re-heating and application of the sealant prior to start of work.

Mixing of different manufacturer's brands or different types of sealants is prohibited.

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# **B.2 Equipment**

Furnish all equipment necessary to complete the routing, cleaning, preparing and sealing of cracks in accordance with the requirements specified. Equipment required for this operation includes the following:

- Mechanical router capable of routing the asphaltic pavement to provide a depth to width ratio of all routed cracks of 1:1 (i.e. 3/4 inch depth x 3/4 inch width).
- Air Compressor shall be portable and have a minimum rated capacity of 100 CF of air per minute at 90-psi pressure at the nozzle and have sufficient hose to maintain a continuing operation without interruption. The unit shall also be equipped with traps that will maintain the compressed air free of oil and water.
- High Pressure Air Lance or Hot Air Lance shall be designed specifically for use in cleaning highway pavement and to remove debris, dirt, and dust from the cracks.
- Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools that may be satisfactorily used to accomplish this work.
- Squeegees shall be of a flexible rubber type, in the shape of a "vee" (V), and capable of contacting materials up to 450° F without damage to it or materials.
- Pouring Pots shall be equipped with mobile carriage and have a flow control valve that allows all
  cracks to be filled to refusal to eliminate all voids or entrapped air and not leave unnecessary
  surplus crack sealer on pavement surfaces.
- Melting Kettle shall be constructed as a double lined boiler with space between the inner and outer shells filled with oil or other material for heat transfer. The material for transferring heat shall have a flash point of not less than 600° F. Positive temperature control and mechanical agitation will be provided. Direct heating shall not be used. When using, maintain the temperature of the sealing compound within the range specified by the manufacturer. The kettle shall be equipped with thermostatic controls calibrated between 200° F and 550° F.

#### C Construction

#### C.1 General

Before commencing work, complete all pavement repairs that are included in the contract and are adjacent to pavement cracks.

Place sealant materials when air and surface temperature at the crack sealing area are 40° F or greater in the shade. Do not place sealant material if temperatures are predicted to drop below 40° F before the sealant is cured.

Do not place sealant material if weather conditions are raining or wet. If sealant is placed and rain falls before the sealant has properly cured, remove and replace the wet/contaminated sealant.

Do not place sealant material when anti-icing or de-icing chemicals agents are present on the pavement. Presence of these materials will negatively affect the ability of the sealant to adhere to the pavement.

Remove failed sealant, dirt, dust and any deleterious material. Dispose of any debris or material removed in the preparation of cracks and any over-heated material in a legal and environmentally safe method.

Prepare cracks for sealing on the same day that are to be sealed. Do not allow traffic to run on cleaned cracks or joints prior to application of sealant material.

At locations where crack sealant settles into the crack opening more than  $\frac{1}{4}$  inch below the pavement, apply additional material to meet the requirements.

A low pressure, light spray of water may be used to accelerate cooling of the sealant. Protect the public from potentially objectionable and/or hazardous airborne debris.

Apply an approved de-tacking agent or single ply-toilet paper for use with the specified sealant to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. Repair any damage by traffic to treated pavement areas.

Place same day pavement markings for centerline that becomes covered or obliterated with the sealant if the road is open to all traffic. Re-mark lane lines and edge lines within a timely manner.

#### C.2 Rout and Seals

Primary cracks shall be routed, cleaned and sealed. Routing is required for all primary cracks less than 3/4 inch wide. Hairline cracks will not be sealed.

Route cracks to be sealed to a minimum width of 3/4 inch and a minimum depth of 3/4 inch.

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Clean the routed reservoirs/cracks with a minimum of one pass of the high-pressure air equipment. Cleaning continues until the reservoir/crack is dry and all dirt, dust or deleterious material is removed.

The use of a heat lance to clean and dry route cracks is optional. If a heat lance is used, condition the pavement prior to placement of the crack sealant. Immediately prior to the placement of the crack sealant, heat the surface of both sidewalls of the reservoir/crack, as well as the pavement 1 inch on either side of the sidewalls with hot compressed air from a heat lance. Do not scorch the routed reservoir, crack or adjacent pavement surface.

#### C.3 Clean and Seal

Clean and seal, without routing, longitudinal and transverse cracks that are equal or greater than  $\frac{3}{4}$  inch wide but equal or less than 1  $\frac{1}{2}$  inch wide.

Previously sealed cracks that exhibit signs of failure, allowing water to penetrate the crack, such as missing or loss of existing sealant material, cracking of the existing sealant, loss of adhesion to existing pavement and overband wear shall be cleaned of foreign and loose material and filled without routing.

Use a high-pressure air lance or hot air lance to thoroughly clean cracks to minimum depth of  $\frac{1}{2}$  inch of dust, dirt, foreign material, sand, and any other extraneous materials immediately before sealing. Do not burn, scotch, or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the crack surfaces. Maintain these devices and ensure that they are functioning properly.

Seal the crack by placing the applicator wand in or directly over the crack opening and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or using a sealing shoe pressed firmly against the pavement. Only a narrow thin film of material measuring from 1 inches to 3 inches wide is allowed on the pavement surface after sealing the crack.

#### **D** Measurement

The department will measure Sealing Cracks and Joints with Hot-Applied Sealant by the pound, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0085.02Sealing Cracks and Joints with Hot-Applied SealantLB

Payment for Sealing Cracks and Joints with Hot-Applied Sealant is full compensation for routing, cleaning, disposal, furnishing and application of sealant and re-sealing as needed.

The department will pay separately for Pavement Markings.

# 72. Marking Line Permanent Tape 6-Inch, Item SPV.0090.01.

#### **A Description**

This special provision describes applying permanent tape marking conforming to standard spec 646, as the plans show, and as follows.

#### **B** Materials

Furnish permanent tape pavement marking materials conforming of standard spec 646.2.

#### **C** Construction

Apply permanent tape pavement marking conforming to standard spec 646.3, except that grooving is not necessary. Use existing groove if present.

#### **D** Measurement

The department will measure Marking Line Permanent Tape by the linear foot, acceptably completed, measured once as the length of the centerline of the completed installation.

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#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.01 Marking Line Permanent Tape 6-Inch LF

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

# 73. Sealing Parapet Joint, Item SPV.0090.02.

# **A Description**

This special provision describes sealing the joints of parapets of Mechanically Stabilized Earth walls and at other locations as called out in the plans.

#### **B** Materials

Furnish preformed filler conforming to standard spec 502.2.7

Furnish non-bituminous joint sealer conforming to standard spec 502.2.9

Furnish closed-cell, plastic-foam, heat resistant, and chemically inert backer rod compatible with the sealant used. Backer rod diameter shall be 25% more than the joint width.

#### **C** Construction

Remove and dispose of existing failed sealant. Replace missing filler with new preformed filler. Install backer rod where new filler cannot be inserted. Apply sealant per manufacturer's instructions.

Perform any required concrete surface repairs at the joint before applying the sealant.

#### **D** Measurement

The department will measure Sealing Parapet Joint by the linear foot, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Sealing Parapet JointLF

Payment is full compensation for removing the existing sealant; for furnishing and installing preformed filler and backer rod; and for furnishing and applying the sealant. Concrete surface repair of the parapet will be paid separately.

# 74. Marking Line Wet Reflective Epoxy 6-Inch, Item SPV.0090.04; Marking Line Wet Reflective Epoxy 10-Inch, Item SPV.0090.05.

#### **A Description**

This special provision describes applying wet reflective epoxy marking conforming to standard spec 646, as the plans show, and as follows.

#### **B** Materials

Furnish wet reflective epoxy pavement marking materials conforming of standard spec 646.2.

#### **C** Construction

Apply wet reflective epoxy pavement marking conforming to standard spec 646.3, except that grooving is not necessary. Use existing groove if present.

# **D** Measurement

The department will measure Marking Line Wet Reflective Epoxy by the linear foot, acceptably completed, measured once as the length of the centerline of the completed installation.

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# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Marking Line Wet Reflective Epoxy 6-Inch	LF
SPV.0090.05	Marking Line Wet Reflective Epoxy 10-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

# 75. Clean and Reseal Joint, Item SPV.0090.06.

# **A Description**

This special provision describes sealing primary crack and joints along their entire length of HMA and Portland cement concrete pavements, at locations shown in the contract documents or as directed by the engineer.

Primary cracks are defined as those cracks greater than or equal to 0.25-inches (6-mm) wide.

#### **B** Materials

#### **B.1 Sealant Material**

Use a sealant material meeting the requirements of ASTM D6690 Type II: Joint and Crack Sealants, Hot Applied, for Asphalt and Concrete Pavements, modified to require that the bond strength test be run at - 20° F (the unmodified ASTM D6690 Type II allows this test to be run at 0° F). Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name
- Trade name of sealant
- · Manufacturer's batch or lot number
- ASTM D6690, Type II
- Minimum application temperature
- · Maximum (or safe) heating temperature

Prior to commencing work, provide the engineer with a certificate of compliance along with a copy of the manufacturer's recommendations pertaining to heating and application of the sealant.

#### **B.2 Equipment**

Equipment used in the performance of this work is subject to the engineer's approval.

- Air Compressor shall be portable and have a minimum rated capacity of 100 ft<sup>3</sup> of air per minute at 90-psi pressure at the nozzle and have sufficient hose to maintain a continuing operation without interruption. The unit shall also be equipped with traps that will maintain the compressed air free of oil and water.
- High Pressure Air Lance or Hot Air Lance shall be designed specifically for use incleaning highway pavement and to remove debris, dirt, and dust from the cracks.
- Hand tools shall consist of brooms, shovels, metal bars with chiselshaped ends, and any other tools that may be satisfactorily used to accomplish this work.
- **Squeegees** shall be of a flexible rubber type, in the shape of a "vee" (V), and capable of contacting materials up to 450° F without damage to it or materials.
- Pouring Pots shall be equipped with mobile carriage and have a flow control valve that allows all
  cracks to be filled to refusal so as to eliminate all voids or entrapped air and not leave
  unnecessary surplus crack sealer on pavement surfaces.
- **Melting Kettle** shall be constructed as a double lined boiler with space between the inner and outer shells filled with oil or other material for heat transfer. The material for transferring heat shall have a flash point of not less than 600° F. Positive temperature control and mechanical agitation

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will be provided. Direct heating shall not be used. When using, maintain the temperature of the sealing compound within the range specified by the manufacturer. The kettle shall be equipped with thermostatic controls calibrated between 200° F and 550° F.

#### **C** Construction

#### C.1 General

Prior to commencing work, complete all pavement repairs that are included in the contract and are adjacent to pavement cracks.

Furnish all equipment that is necessary for cleaning and sealing the pavement cracks. Use equipment meeting the description and performance requirements described herein and approved by the engineer.

Replace pavement markings that become covered or obliterated with the sealant, or both, at no additional cost to the department. Place the centerline marking, including no-passing zones on the same day that existing marking are obliterated, if the road is open to all traffic and if the surface is capable of retaining markings. Re-mark lane lines and edge lines within a timely manner.

# **C.2 Crack Preparation**

Prepare cracks for sealing on the same day that they are to be sealed.

Use a high-pressure air lance or hot air lance to thoroughly clean cracks to a minimum depth of ½-inch (13-mm) of dust, dirt, foreign material, sand, and any other extraneous materials immediately prior to sealing. Do not burn, scorch, or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the crack surfaces. Maintain these devices and ensure that they are functioning properly.

Protect the public from potentially objectionable and/or hazardous airborne debris.

# C.3 Sealant Melting

Heat and melt the sealant in a melter specified in B.2 Equipment.

Do not apply direct heat to the sealant. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure that heat is not radiated to the pavement surface.

Do not use sealant material heated beyond the safe heating temperature.

If the manufacturer's recommendations allow the sealant to be reheated or heated in excess of six hours, recharge the melter with fresh material amounting to at least 20 percent of the volume of the material remaining in the melter.

#### C.4 Sealing

Perform sealing when ambient air temperature is at or above 40° F (5° C).

Seal the crack by placing the applicator wand in or directly over the crack opening and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or using a sealing shoe pressed firmly against the pavement. Only a narrow thin film of material measuring from 1.0 inches to 3.0 inches (25 mm to 75 mm) wide is allowed on the pavement surface after sealing the crack.

A low pressure, light spray of water may be used to accelerate cooling of the sealant. Blotting the sealant with fine aggregate is not allowed. Remove and dispose of sealant in excess of the specified thin "film" dimensions or that has not bonded to both sides of the crack.

Do not allow traffic on the sealed cracks until the seal has cured so as not to track. Clean sealed cracks damaged from traffic with high pressure air and reseal them to meet the specified thin film amount at no additional cost to the department.

The finished work shall produce a watertight crack sealed flush with the pavement surface.

# **D** Measurement

The department will measure Clean and Reseal Joint by the linear foot, acceptably completed.

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#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.06Clean and Reseal JointFOOT

Payment for Clean and Reseal Joint is full compensation for furnishing and placing the sealant; preparing the pavement surface, cleaning, disposal, and re-sealing as needed.

The department will pay separately for Pavement Markings.

# 76. Linear Delineation System, Item SPV.0090.07.

# **A Description**

This special provision describes installing linear delineator panels on both concrete barrier and/or beamguard.

#### **B** Materials

Furnish 3M Diamond Grade Linear Delineation System Series 340 (6-inch, Series 346). Provide delineation system in fluorescent yellow, as required by the plans. Furnish 6 anchors per strip.

#### **C** Construction

Install Linear Delineation System in the locations detailed in the plans, as specified by the manufacturer. Mount to barrier wall utilizing anchor bolt method per manufacturers literature. Drill wall and hammer in 1/4" x 1" stainless steel anchors such as Hilti Stainless Steel Metal Hit Anchor 304 (Model # 230520/9). Use 5/16" nylon washer for each anchor. Use adhesive caulking system similar to 3M Windo-Weld super fast urethane.

#### **D** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.07Linear Delineation SystemLF

Payment is full compensation for providing and placing all materials, including mounting brackets, hardware, adhesives, or other incidental items needed as directed by the manufacturer's installation instructions.

# 77. Concrete Barrier Dual Pan 32-Inch, Item SPV 0090.08; Concrete Barrier 42-Inch Vertical Back, Item SPV.0090.09.

# **A Description**

Construct Concrete Barrier (Type) (Size) according to standard spec 603, details shown in the plans and as hereinafter provided.

# **B** Materials

Furnish materials conforming to standard spec 603.2. Concrete minimum strength to be 4000 psi.

#### **C** Construction

Use construction methods conforming to standard spec 603.3.

Barrier shall consist of cast-in-place construction. Pre-cast barrier will not be accepted. Delete paragraph (1) in standard spec 603.3.1.2 and replace with the following: Install anchor bars at the locations, spacing, and depth shown in the plans.

Construct the Concrete Barrier (Type) (Size) to present a smooth, uniform appearance in its final position conforming to the horizontal and vertical lines shown on the plans or ordered by the engineer, and be free

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of lumps, sags or other irregularities. The top and exposed faces of the barrier shall conform to standard spec 603.3.1.5.

If constructed by using a slip form machine or similar type equipment, the Concrete Barrier (Type) (Size) shall be of well-compacted, dense concrete, and the exposed surfaces conform to standard spec 603.3.1.7. If requested by the engineer, evidence of successful operation of the slip form machine or other equipment may be required.

Feed concrete into the slip form machine at a uniform rate. Operate the machine under sufficient uniform restraint to forward motion to produce a well compacted mass of concrete free from surface pits larger than one inch in diameter and requiring no further finishing, other than that conforming to standard spec 603.3.1.6.

Utilize concrete of such consistency that, after slip forming, it will maintain the shape of the barrier without support.

Construct expansion joints in conformance with standard spec 603.3.1.3.

When forming joints before the concrete has hardened, support adjacent portions of the barrier firmly with close fitting shields.

When forming joints after the application of curing compound, treat the exposed faces of the barrier in the vicinity of the joint with curing compound after the forming of the joints.

In transitions between barrier shapes, tie reinforcement bars to Concrete Barrier (Type) (Size) reinforcement by tying the first vertical bar +/- 3 inches from the transition point and lapping any horizontal bars that match.

#### **D** Measurement

The department will measure Concrete Barrier (Type) (Size) by the lineal foot acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Concrete Barrier Dual Pan 32-Inch	LF
SPV.0090.09	Concrete Barrier 42-Inch Vertical Back	LF

Payment is full compensation conforming to standard spec 603.5.2.

Delete paragraph (1) in standard spec 603.5.2 and replace with the following:

Except as specified otherwise below for cast in place barrier deficient in smoothness by more than 3/8 inch, payment for Concrete Barrier (Type) (Size) is full compensation for excavating and preparing the foundation; for providing all materials shown in the plans, including concrete, expansion joints, reinforcement, concrete and base aggregate dense between parallel runs of concrete barrier vertical back, and extruded polystyrene; for furnishing all joints as shown in the plans; and for placing, finishing, protecting, and curing concrete.

# 78. Concrete Curb & Gutter 4-Inch Sloped 60-Inch Type A, Item SPV.0090.10.

#### **A Description**

This special provision describes constructing concrete curb & gutter in accordance with the requirements of spec 601, the construction details and as shown on the plans.

#### **B** Materials

Furnish materials confirming to the requirements of spec 601.

# **C** Construction

Perform work in accordance to the requirements of spec 601.

# **D** Measurement

The department will measure Concrete Curb & Gutter 4-Inch Sloped 60-Inch Type A by the lineal foot acceptably completed.

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#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.10 Concrete Curb & Gutter 4-Inch Sloped 60-Inch Type A LF

Payment is full compensation for all foundation excavation and preparation, all special construction required at driveway and alley entrances or curb ramps, for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for excavation required for this work as specified in the contract. Payment also includes providing tie bars in unhardened concrete. For tie bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars bid item as specified in 416.5.

# 79. Sealing Precast Concrete Wall Facing Unit Joint, Item SPV.0090.41.

# **A Description**

This special provision describes sealing the joints of precast concrete facing units of Mechanically Stabilized Earth walls.

#### **B** Materials

Furnish a low expansion form sealant by one of the following manufacturers, or equal:

Great Stuff Gaps & Cracks foam sealant by DuPont

Tite Foam Gaps & Cracks foam sealant by Loctite

Home Seal Foam Sealant by DAP

#### **C** Construction

Clean the joint between precast concrete wall facing units of all backfill and debris up to a depth of 3 inches from the front face of the wall facing units. Apply foam sealant in the joint per manufacturer's instructions. Control the foam application rate to keep the expanded finished foam surface at least 1 inch behind the front face of the wall facing units.

#### **D** Measurement

The department will measure Sealing Precast Concrete Wall Facing Unit Joint by the linear foot, acceptably completed.

# **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.41
 Sealing Precast Concrete Wall Facing Unit Joint
 LF

Payment is full compensation for cleaning the joints; and for furnishing and placing the foam sealant.

# 80. Field Office Special, Item SPV.0135.01.

# **A Description**

This special provision describes furnishing, equipping, and maintaining field office facilities.

## **B** Materials

Obtain engineer approval before providing an existing office building, or an existing building converted to office-type use. Ensure that the building meets all applicable health, fire, and building codes and standards. Provide first aid kits, fire extinguishers, and all other supplies required to meet all applicable health, fire, and building codes and standards. The field office must be located less than two miles from the project limits with all floor space located on the first floor.

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Provide; maintain in clean good working condition; and stock lavatory with sanitary supplies, including a sufficient supply of soap; hand sanitizer; toilet paper; and paper towels. The on-site sanitary facilities must meet Federal, State, and local health department requirements at all times.

Equip these facilities with suitable natural and light emitting diode (LED)DSL lighting. Also provide adequate heating and air conditioning equipment and fuel necessary to maintain a temperature range from 68 F to 80 F during the hours occupied.

### Equip:

- Doors and windows with locks.
- Exterior doors with dead bolt locks.
- Windows with exterior screens to allow adequate ventilation.

Provide at least 1,200 square feet interior useable floor space, including shared spaces, such as plan review areas, conference rooms, storage areas, meeting areas, hallways, and restrooms. Provide a minimum 150 square feet storage room with a lockable door. Obtain engineer's approval of a suitably sized, open meeting area, including tables and folding chairs to accommodate regularly scheduled meetings of 20 people. Include a wireless ceiling mounted 1080-pixel liquid crystal display projector with a minimum of 3,000 lumens, 6' x 8' projector screen, a 4' x 8' white board with dry erase markers and erasers, and phone jack with phone service.

Provide 7 workstations with a lockable desk and drawers. Workstations shall be a minimum 36 SF. Provide 3 private rooms, additionally equipped with a four-shelf bookcase, a large lockable metal storage cabinet, and a 48" x 36" whiteboard with dry-erase markers and erasers. Supply the interior doors to these rooms with locksets. Rooms must be a minimum of 100 SF.

Provide one ergonomically correct office chair in working condition, with, at a minimum, the following features, for each workstation:

- Five-legged base with casters.
- High backrest.
- Seat adjustable from 15 inches to 22 inches from the floor with a "seamless waterfall, rounded front edge.

For all work stations, provide unlimited high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web-based applications. Ensure that system meets the following:

- Includes a wireless network for the field office.
- Can accommodate IPSec based VPN products.
- Has a broadband bandwidth range with minimum connection speed of 100 Mbps + 1/2 Mbps per user download and 20 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.

Provide and install into the field office telephone exchanges with local and long-distance service or VoIP phone network. The voice exchanges are to be configured so that the incoming calls for any voice exchange utilize an open exchange. The telephones and the communication services are for the sole use of the department staff.

Provide the use of one Xerox AltaLink C8130 Color Multifunction Printer, or approved equal, capable of printing and copying up to 11" x 17" paper, with the ability to perform duplexing, sorting, stapling, and multiple sheet auto feeding, with a built-in scanner with the capability to scan black and white and color up to 11" x 17" at a minimum of 1200dpi, and with a direct or field office wireless network connection, as approved by the engineer.

Provide and maintain an adequate supply of bottled drinking water. Provide one refrigerator with a minimum 13 cubic foot capacity, including a freezer. Provide one microwave oven with a minimum

1.1 cubic foot capacity, a minimum of 1000 watts, and a removable glass turntable.

Maintain the field office equipment and provide supplies for the photocopiers as requested by the engineer.

Provide for the professional cleaning of the field office during regular business hours once per week.

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Provide carpet runners at all entrances. Clean bi-weekly and replace as necessary or as directed by the engineer.

Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, and snow. Provide regularly scheduled recycling and waste pick-up.

Include an adjacent, no-fee, lighted parking lot large enough to accommodate 15 vehicles, as approved by the engineer. Maintain the parking lot and egress, including snow removal.

#### **C** Construction

Do not combine field offices, or combine them with, or attach them to, any buildings used by the contractor, unless the engineer allows in writing. The contractor may furnish, if the contract allows, the field offices jointly in cooperation with other contractors on designated projects.

Do not begin construction operations requiring the use of the field offices by the department until the required field offices are approved by the engineer, furnished, fully equipped, and made ready for use as the engineer directs.

The field office shall remain available for the department until January 31<sup>st</sup>, 2027. These field facilities are for the sole use of the department and upon contract completion remain the contractor's property.

#### **D** Measurement

The department will measure Field Office Special by the month, or partial month where applicable, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0135.01Field Office SpecialMON

Payment is full compensation for providing, equipping, securing, cleaning and maintaining the facility and associated parking lot; for telecommunications equipment, installation, and service fees; and for providing all incidentals, including bottled water, refrigerator/freezers, microwaves, utilities, fuel, safety, ventilation, toilet facilities, and office supplies as required, either independently or jointly, for the time specified in section C.

# 81. Tied Concrete Block Mat with Doubled Layered Underlayment, Item SPV.0165.01.

# **A Description**

This special provision describes providing furnishing and placing a tied concrete block mat with double layered underlayment at the locations specified in the plans conforming to the lines, grades and dimensions shown in the plans.

#### **B** Materials

# B.1 Mat

Concrete Block Mat manufactured from individual concrete blocks tied together with high strength knitted polypropylene bi-axial geogrid. Each block tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

#### **B.2 Blocks**

Blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Blocks shall have a minimum weight of 3 lb. per block and placed no further than 2 in. apart. Material weight per square foot shall not exceed 10 lbs. Blocks shall have a 2.25" profile, a flat-top pyramid shape, and a coarse finish without protrusions. Concrete shall have a minimum compressive strength requirement of Table1 and certified by a third party.

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# Table 1 Concrete Compressive Strength Requirements

Age	Required Compressive Strength psi
7 - Day	5000 psi
14 – Day	6000 psi
28 - Day	6900 psi

# **B.3 Polypropylene Bi-Axial Geogrid**

The interlocking geogrid shall be an open knitted fabric composed of high tenacity, multifilament polypropylene yarns knitted and coated in tension with an acrylic based coating which is designed to resist degradation in environments with exposure to water and low pH (,4 pH) and high pH (>9 pH). When combined with the revetment mat, this will yield a high tenacity, low elongating, and continuous filament polypropylene geogrid that is embedded within the base of the concrete blocks. Ensure the geogrid meets the requirements of Table 2.

Table 2
Polypropylene Bi-Axial Geogrid

Property	Unit	Test	Requireme nt
Mass/Unit Area	oz/yd²	ASTM D5261	6.5 oz/yd <sup>2</sup>
Aperture Size	English units	Measured	1.4x 1.4 inch
Ultimate Wide Width Tensile Strength (MD x CMD)	lb/ft	ASTM D6637	2,055 lb/ft
Elongation at Ultimate Tensile Strength (MD x CMD)	%	ASTM D6637	6%
Wide Width Tensile Strength @ 2% (MD x CMD)	lb/ft	ASTM D6637	822 lb/ft
Wide Width Tensile Strength @ 5% (MD x CMD)	lb/ft	ASTM D6637	1,640 lb/ft
Tensile Modulus @ 2% (MD x CMD)	lb/ft	ASTM D6637	41,100 lb/ft
Tensile Modulus @ 5% (MD x CMD)	lb/ft	ASTM D6637	32,800 lb/ft

# **B.4 Underlayment Materials**

Woven Erosion Control Matting for support of the underlayment meeting the requirements of Table 3

Table 3
Erosion Control Matting

Index Property	<u>Units</u>	<u>Value</u>
GSM	g/m²	118 (+/-3)
Density	Picks/10cm	62 x 24 (+/- 2)
Warp Strength	N/5cm	<u>&gt;</u> 350
Warp Elongation	%	20 - 50
Weft Strength	N/5cm	<u>&gt;</u> 280
Weft Elongation	%	20 - 50
Warp Shrinkage	%	<u>&lt;</u> 7
Weft Shrinkage	%	<u>&lt;</u> 9

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#### **B.5 Erosion Control Blanket**

Erosion control blanket consisting of a naturally seed free curled wood excelsior with 80% six-inch fibers or greater fiber length. Blanket to be consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket covered with degradable polypropylene netting.

# **B.6 Equipment**

Provide equipment to place the mat that will not damage the mat material or disturb the soil subgrade and seed bed.

#### **C** Construction

#### C.1 General

Before placing the Concrete Block Mat with Doubled Layered Underlayment System, prepare the subgrade to the lines and grades specified in the plans. All subgrade surfaces are to be smooth, free of stones, rocks, sticks roots and other protrusions of any kid that would result in and individual block being raised more than 3/4" above the adjoining blocks. Provide 6" of topsoil on the subgrade.

Compact the subgrade to provide a smooth, firm, and unyielding foundation for the mats. The subgrade shall be graded into a parabolic or trapezoidal shape to concentrate from to the middle of the mat(s). At the intersection of the mat and a concrete slope wall, shape the mat to conform to the top of the slope wall with the outer edges of the mat raised 2 to 3 "above the slope wall and the remainder of the mat flush with the top of the slope wall.

Distribute seed on the prepared topsoil subgrade proper to placement of the concrete mat(s)

Install mats to the lines and grades as shown on the plans and per manufacturer's guidelines.

Provide a minimum 18" deep concrete mat embedment toe trench continuously on all edges of the mat and at the beginning and ending of the overall mat installation.

Install fasteners/anchors per manufacturer's recommendations to hold mat(s) firmly in place.

#### **D** Measurement

The department will measure Tied Concrete Block Mat with Doubled Layered Underlayment by the square foot of surface area including the surface of toed in areas, acceptably completed.

#### E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0165.01
 Tied Concrete Block Mat with Doubled Layered Underlayment
 SF

Payment is full compensation for acquisition, transporting, placing excavation and disposal; furnishing topsoil and bedding, seeding; and equipment, labor, materials, tools and incidentals

# 82. Anchor Slab Surface Repair, Item SPV.0165.41.

#### **A Description**

This special provision describes providing concrete masonry on the sawed anchor slab preparation areas of Mechanically Stabilized Earth retaining walls. Conform to standard spec 502 and standard spec 509.

#### **B** Materials

#### **B.1 Neat Cement**

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

#### **B.2** Concrete

Furnish grade C or E concrete conforming to standard spec 501 for anchor slab preparation areas except as follows:

- 1. The contractor may increase slump of grade E concrete to 3 inches.
- 2. The contractor may use ready-mixed concrete.

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Provide QMP for class II ancillary concrete as specified in standard spec 716.

#### **C** Construction

# **C.1** Preparation

Define the limits of removal with a 1" deep saw cut.

#### C.2 Neat Cement

Immediately before placing the concrete, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

# **C.3 Placing Concrete**

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all anchor slab repair areas a final hand float finish.

# **C.4 Curing Concrete**

Cure the anchor slab surface repair conforming to standard spec 502.2.6(1).

#### **D** Measurement

The department will measure Anchor Slab Surface Repair by the square foot, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.41Anchor Slab Surface RepairSF

Payment is full compensation for removing and disposing of deteriorated concrete; for cleaning reinforcing steel; and for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

# 83. Concrete Restaining, Item SPV.0165.42.

#### **A** Description

This special provision describes providing concrete stain on the previously stained concrete surfaces of structures as the plans show.

#### **B** Materials

# **B.1 Mortar**

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

Preblended, Packaged Type II Cement: Tri-Mix by TK Products

Thoroseal Pearl Gray by Thoro Products

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

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products
Achro Set by Master Builders

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#### **B.2 Concrete Stain**

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products

Safe-Cure & Seal EPX by Chem Masters

H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

Furnish the primer or tie coat as recommended by the stain manufacturer for previously stained surfaces.

#### **C** Construction

#### C.1 General

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

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

# C.2 Preparation of Repaired Concrete Surfaces

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

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

#### C.2 Preparation of previously stained Concrete Surfaces

Clean all previously stained surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. Use a water blast with sufficient pressure to remove existing loose and flaking stain and without removing the sound stain. Apply the primer or tie coat recommended by the manufacturer.

# C.4 Staining Concrete Surfaces

Apply the concrete stain to repaired concrete surfaces and previously stained surfaces according to the manufacturer's recommendations.

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

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

Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

# C.5 Surfaces to be Coated.

#### C5.1 General Staining

Apply concrete stain to the surfaces as shown on the plan.

# **C5.2 Staining Decorative Drystack Stone Pattern**

Apply the Base Color stain to the entire decorative stone pattern area, as given on the plan. After applying the base color to the entire stone pattern area, random "stones", totaling approximately 30% of the stone pattern area, shall be highlighted with Accent Color 1 and Accent Color 2 to emulate the coloration of a natural Wisconsin cut limestone wall. Approximately one-third of the selected random

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stones to be highlighted (approximately 10 percent of the total wall area) shall be stained with each of the following color combinations. Accent colors shall be applied in a non-uniform manner to achieve a mottled effect.

- 1. Accent Color 1 only.
- 2. Accent Color 2 only.
- 3. A combination of Accent Color 1 and Accent Color 2. Apply each color separately.

Match the existing adjacent drystock stone staining pattern for the new work.

#### **D** Measurement

The department will measure Concrete Restaining in area by the square foot of surface, acceptably prepared and stained.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.42 Concrete Restaining SF

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

# 84. Resin Binder High Friction Surface Treatment, Item SPV.0180.01.

# **A Description**

This special provision describes providing a high friction surface treatment (HFST) composed of aggregate in a resin binder on HMA or concrete pavements.

#### **B** Materials

#### **B.1 Resin Binder**

Supply a two-part thermosetting resin binder which is compatible with the pavement type, bonds to the pavement surface, holds the aggregate firmly in place in a broad range of climates including below-freezing temperatures, and meets the requirements specified in Table 1. Supply a primer if recommended by the resin binder manufacturer.

**Table 1. Resin Binder Properties** 

Property	Requirements	Test Method*
Viscosity	7 – 30 poises	ASTM D2556 1-pint specimen
Gel Time	10-minute minimum	AASHTO M 235M/M 235 Type III
Ultimate Tensile Strength	2,000 – 5,000 psi @ 7 days	AASHTO M 235M/M 235 Type III
Elongation at Break	30% - 70% @ 7 days	AASHTO M 235M/M 235 Type III
Compressive Strength	≥ 1000 psi @ 3 hrs & ≥ 5000 psi @ 7 days	ASTM C579
Water Absorption	≤ 1.0 % @ 24-hr	AASHTO M 235M/M 235 Type III
Shore D Hardness	60 – 80 @ 7 days	ASTM D2240** Type 1 precision, Type D method
Cure Rate	≤ 3 hours (Dry Through Time)	ASTM D1640 50-55 wet mil thickness**
Adhesive Strength	250 psi @ 24 hours or 100% substrate failure	ASTM D4541**

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- \* Prepare samples per manufacturer's recommendation; cure two sets of specimens at  $73 \pm 2^{\circ}$  F and at  $50 \pm 2^{\circ}$  F; and test all specimens at  $73 \pm 2^{\circ}$  F.
- \*\* Conduct testing on applicable pavement type.

# **B.2 Aggregate**

Furnish calcined bauxite aggregate that is fractured or angular in shape; resistant to polishing and crushing; clean and free of surface moisture; free from silt, clay, asphalt, or other organic materials; compatible with the resin binder; and meet the properties and gradation requirements in Tables 2 and 3. Check with resin binder manufacturer for any compatibility requirements or concerns. The calcined bauxite will be delivered to the construction site in clearly labeled packaging; which protects the aggregate from any contaminates on the jobsite and from exposure to rain or other moisture.

**Table 2. Aggregate Properties** 

Property	Requirements	Test Method
Moisture Content	≤ 0.2%	WTM T255
Fine Aggregate Angularity	≥ 45%	WTM T304, Method A
LA Wear	≤ 10% loss @ 100 revolutions and ≤ 25% loss @ 500 revolutions	WTM T96
Freeze-Thaw Soundness	≤ 9% loss @ 50, 16, or 25 cycles using Procedure A, B, or C, respectively	WTM T103
Aluminum Oxide	≥87%	ASTM C 25

Table 3. Aggregate Gradation (AASHTO T27)

Sieve Size	% Passing by Weight
No. 4	100
No. 6	95-100
No. 16	0-5
No. 30	0-1

# **B.3 Approval of High Friction Surface Treatment**

A minimum of 20 working days before applying HFST, submit product data sheets and specifications from the manufacturer, and a certified test report from an independent laboratory verifying that the resin binder and the calcined bauxite aggregate meet all the requirements specified in Tables 1, 2 and 3. Documents must be dated within three years of project letting date; must be representative of the material used on the project.

If resin binder has not been previously used in Wisconsin, also submit a list of at least five reference projects where the resin binder has been used for similar applications and in locations that have similar climatic conditions as Wisconsin. Supply a description of the projects along with contact information of the facility owner.

If the engineer requests, provide samples of the resin binder and aggregate for department testing before applying HFST.

# **C** Construction

#### C.1 General

The contractor will provide documentation showing HFST application experience from at least three previous projects completed for WisDOT or other agencies.

Conduct a meeting with the resin binder manufacturer representatives before applying HFST to establish procedures for maintaining optimum working conditions and coordination of the work. Submit recommended application procedures, including quality control practices, to the engineer for approval. Ensure that a resin binder manufacturer representative is on site to provide technical assistance and quality assurance during surface preparation and for application of HFST.

Ensure that the resin binder components maintain their original properties during storage and handling. Store all aggregate in a dry environment and protect from contaminants on the job site.

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#### C.2 Pavement Surface Preparation

# C.2.1. Pavement Surface Repair

Remove visibly unsound or disintegrated areas of the pavement surface as the plans show or the engineer directs.

Check with resin binder manufacturer to ensure that products used for pavement repairs or patches are compatible with the resin HFST. Ensure that any new concrete or repairs are fully cured before placing the HFST. Allow a minimum 30-day curing time after placing new asphalt or concrete pavement before installing the HFST.

# C.2.2 Surface Preparation

Cover and protect utilities, drainage structures, expansion joints on bridge decks, and other structures within or adjacent to the application location to prevent materials from adhering to or entering those structures.

Remove pavement markings that are within the treatment area. Cover existing pavement markings adjacent to the application if they are to remain in place.

Pretreat all joints and cracks, or any portion of cracks, that are greater than ¼ inch wide, with the mixed binder resin system specified herein. Once the binder resin in the pretreated area has gelled, the installation may proceed.

Completely remove any grease, oil or other deleterious materials resting on the pavement surface with a mild detergent solution, rinsed with clean potable water, and dried using a hot compressed air lance. Ensure the pavement surface has no curing compound, loosely bonded mortar, pavement marking, or other foreign matter resting on the pavement surface.

Sufficiently clean HMA pavement surface using mechanical sweepers and high-pressure air wash with sufficient oil traps, just before applying HFST. Mechanically sweep all surfaces to remove dirt, loose aggregate, debris, and deleterious material. Vacuum sweep or air wash using a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of surface.

Clean concrete pavement surface by shot blasting and vacuum sweeping. Shot blast all surfaces to remove all curing compound, loosely bonded mortar, surface carbonation, and deleterious material. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of the surface.

If the engineer requires additional verification of adequate surface preparation of the pavement, test the bond strength according to ASTM D4541. The surface is acceptable if the tensile bond strength is greater than or equal to 250 psi, or failure is in the substrate. Repeat cleaning, and testing, if needed, until passing test results are obtained or the surface is acceptable to the engineer.

Keep vehicles and unnecessary equipment off the cleaned surface; only allow HFST application equipment on the clean surface. Apply HFST as soon as possible after pavement surface preparations are completed.

## C.3 Application of the HFST

Do not apply the HFST if any of the following exists:

- Pavement surface is wet, damp, or has received rainfall in the previous 24 hours.
- · Pavement surface is not sufficiently clean.
- Ambient air or pavement surface temperature is below 50o F or below the manufacturer's recommendations
- If the anticipated weather conditions would prevent adequate curing of the HFST.
- · Rain is predicted before HFST completion or proper cure is achieved.
- Pavement preparation is inadequate or didn't pass pull-off test.

Close treatment areas to traffic until HFST is completely cured and pavement surface has been vacuumswept.

Construct HFST to the full width of the existing pavement surface, or as the plans show. Extend the HFST application 2'-3' onto the shoulders if application site is on a curve where no rumble strip exists. If the rumble strip exists, apply HFST only on the main lane not on the shoulder.

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Apply a primer to the pavement surface if recommended by the resin binder manufacturer, and according to their application recommendations. Abide by the established quality control practices and adhere to any additional manufacturer recommendations for HFST application.

Blend and mix the resin binder components at the manufacturer's specified ratio using equipment capable of providing the desired results.

Apply the resin binder uniformly over the pavement surface manually or with automated equipment at a uniform thickness of 50-65 mils (25-32 ft2/gal). Use enough resin to cover the pavement surface and sufficiently embed half the thickness of the aggregate; do not apply so much that it covers the aggregate and creates a slick surface. Adjust application rate, as needed, based on the pavement surface type, profile, and condition.

If using automated equipment, the binder resin system manufacturer shall approve the use of automated continuous application device with their material. Ensure that the equipment features positive displacement, volumetric metering, and can store, mixing, heating, monitoring, and distributing the binder components at the proper mix ratio. Adjust the pressure and the speed of the equipment to achieve the proper application thickness. Coverage rate is based upon expected variance in the surface profile of the pavement.

Do not contaminate the wet binder or allow the binder material to separate or cure, and impair bonding of the aggregate.

Immediately after applying the resin binder, distribute a sufficient quantity of dry calcined bauxite aggregate to completely cover the resin binder by hand broadcasting or by using a standard chip spreader or equivalent machine. Ensure aggregate is placed within five minutes of the resin binder placement, before it begins to cure. When broadcasting, sprinkle or drop the aggregate onto the resin binder vertically. Do not distribute aggregate in a way that will cause it to roll in the resin binder before coming to a rest; do not push the aggregate into position with a broom or any other hand tool. If using a chip spreader, the machine shall follow closely behind the crew or equipment applying the resin binder. Immediately cover any visible wet or bare spots, or areas with excessive binder, with additional calcined bauxite aggregate before the resin binder begins to set.

Allow the HFST to properly cure, adhering to manufacturer recommendations for minimum cure times at applicable temperatures.

After the HFST is fully cured, remove excess loose surface aggregate by sweeping, blowing, or vacuuming. Do not tear or otherwise damage the surface. Excess calcined bauxite aggregate that is recovered by a vacuum sweeper can be reused if clean, uncontaminated and dry. Remove and replace damaged areas or areas with excess or insufficient aggregate coverage. Uncover pavement markings and repair damages that occur by covering and uncovering markings. Clean expansion joints, utilities, and drainage structures of all debris before opening to traffic.

Additionally, within 3 to 7 days after opening to traffic, the contractor shall vacuum sweep the pavement surface to remove loosened aggregate from the high friction surface area, the shoulders, and any other areas within and immediately adjacent to the HFST site.

#### **D** Measurement

The department will measure Resin Binder High Friction Surface Treatment by the square yard, acceptably completed.

# **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0180.01
 Resin Binder High Friction Surface Treatment
 SY

Payment for Resin Binder High Friction Surface Treatment is full compensation for testing materials; for surface preparation; for providing the HFST; for cleanup including uncovering and restoration of pavement markings; and for vacuum sweeping and disposing of excess material after the completion and again 3 to 7 days after completion.

The department will pay for pavement repairs, and traffic control separately under other contract bid items or, absent the appropriate bid items, as extra work.

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# 85. Expansion Joint Repair Rapid Set, Item SPV.0180.02; Concrete Pavement Approach Slab Repair Rapid Set, Item SPV.0180.03; Concrete Pavement Repair Rapid Set, Item SPV.0180.07.

# **A Description**

This special provision describes sawing around deteriorated areas requiring repairs, preserving existing reinforcement, removing transverse bars as shown on the construction details, removing deteriorated concrete, furnishing, placing and curing a rapid setting non-shrink patch material on areas of the concrete bridge approach slab or pavement area. Perform the work conforming to standard spec 416.

#### **B** Materials

Furnish a rapid setting non-shrink material designed for repairing concrete bridge decks from the department's Approved Products List for "Rapid Setting Concrete Patch Material". The material shall be capable of obtaining a minimum compressive strength of 3000 psi within 3 hours. The patch material must be compatible with the existing concrete pavement, reinforcing steel, and the polymer or asphalt overlay product (if applicable); and have a proven record of at least five successful applications in climates similar to Wisconsin. The use of chloride accelerators or other corrosion inducing products is prohibited.

A minimum of ten working days prior to construction, submit the manufacturer's product data sheets, material sources, mix designs, and supporting performance documentation to the engineer for approval.

#### **C** Construction

Repair concrete pavement at the locations the plans show or where the engineer directs. Conform to the pavement repair plan details.

Sound and mark areas of deteriorated concrete that require repairs. The engineer may identify and mark additional areas as the work is being performed.

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

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

Clean and prepare the area to be patched per the manufacturer's recommendations and as follows. After sawing and removing pavement is complete, blast clean the area and any exposed reinforcing steel.

Thoroughly clean the surface upon which the new patch material is to be placed by brooming and using air pressure to remove all loose particles and dust. Apply a bonding agent, as necessary and as recommend by the patch material manufacturer, to surfaces to be covered by patch material.

Place patch material to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Finish the surface by tining or applying exposed angular aggregate as approved by the engineer.

Submit certified test results from an independent lab showing that the patch material obtained 3000 psi within 3 hours of placement

## **D** Measurement

The department will measure Expansion Joint Repair Rapid Set, Concrete Pavement Approach Slab Repair Rapid Set, and Concrete Pavement Repair Rapid Set by the square yard, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Expansion Joint Repair Rapid Set	SY
SPV.0180.03	Concrete Pavement Approach Slab Repair Rapid Set	SY
SPV.0180.07	Concrete Pavement Repair Rapid Set	SY

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Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, protecting, all materials, including expansion caps, and hot poured joint sealant; for replacing damaged pavement designated to remain in place; for removing and disposing of existing pavements and excavated materials; for preparing the foundation, and for testing the patch material.

Saw cuts, tie bars, dowel bars, drilled dowel bars are incidental to Expansion Joint Repair Rapid Set and Concrete Pavement Approach Slab Repair Rapid Set.

The department will pay separately for saw cuts, tie bars, dowel bars, drilled dowel bars for Concrete Pavement Repair Rapid Set.

# 86. Removing High Friction Surface Treatment, Item SPV.0180.04.

# **A Description**

This special provision describes removing the High Friction Surface Treatment within the limits of the concrete approach pavement at the 6th Street Bridge (B-40-830 and B-40-831). The Thin Polymer Overlay on the bridge deck is not to be removed, and will remain in place. Perform work conforming to standard spec 204.

# B (Vacant)

# **C** Construction

Remove the overlay by scraping, grinding, milling, or other approved method without damaging the underlying concrete. Submit removal procedures to the engineer for approval before beginning. Do not remove more than 1/4"of the existing concrete surface. Leave a uniform textured finish over the entire concrete surface.

#### **D** Measurement

The department will measure Removing High Friction Surface Treatment by the square yard, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.04Removing High Friction Surface TreatmentSY

Payment for is full compensation for removing the polymer; and for properly disposing of all materials.

# 87. Asphalt Wedge, Item SPV.0180.05.

# **A Description**

This special provision describes milling up to 1 1/4 inches of the concrete gutter adjacent to concrete barrier wall and placing a minimum of 1 1/4 inches of HMA pavement to address drainage problems. The HMA thickness of one lift shall not exceed 3 inches, and the thickness of two lifts shall not exceed 4 inches.

#### **B** Materials

Furnish HMA Asphalt according to standard spec 465, except the engineer will not require the contractor to conform to the quality management program in 460.2.8. Furnish tack coat conforming to standard spec 455.2.5.. The HMA mix shall be 5 MT 58-28 S.

# **C** Construction

Remove a maximum of 1 1/4 inches of concrete by scraping, grinding or milling the concrete gutter. Clean the concrete surface of all loose material and prepare the surface for asphalt placement. Pave the gutter with HMA to address drainage issues within the concrete gutter and ensure that the asphalt wedge allows for positive drainage.

#### **D** Measurement

The department will measure Asphalt Wedge by the square yard, acceptably completed.

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#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0180.05 Asphalt Wedge

SY

Payment for is full compensation for concrete surface milling, for providing asphalt materials, for compacting the mixture, and for properly disposing of all materials.

# 88. Joint and Crack Repair, Item SPV.0195.01.

# **A Description**

This special provision describes providing HMA for Joint and Crack Repair in existing pavement as the plans show and as follows.

#### **B** Materials

Furnish HMA pavement meeting the requirements for mixture LT or MT as specified in standard spec 465.2; except the engineer will not require the contractor to conform to the quality management program in 460.2.8. Furnish tack coat conforming to standard spec 455.2.5.

#### **C** Construction

Clean out all joints and cracks removing all loose and spalled concrete and all HMA patches. Dispose of all material off the project. Place asphaltic tack coat in the void. Fill voids with HMA pavement and machine compact.

#### **D** Measurement

The department will measure Joint and Crack Repair by the ton, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0195.01 Joint and Crack Repair TON

Payment is full compensation for removing, cleaning, and properly disposing of all loose and spalled concrete and HMA patches; for providing and applying tack coat, and for providing, placing and compacting HMA pavement.

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# ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including "pipeline" activities. The core programs include: 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).

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

#### I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates <u>and</u> employing eligible trainees in qualifying trades will be made as follows:

1)	On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate. At the rate of \$5.00 per hour on
	Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled
	laborers or equivalent.
	Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever
	comes first from the point of initial hire as a HCST placement.
	Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal
	that18 HCST Graduate(s) be utilized for17280 hours 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 HCST Program is
	subsequently entered into an apprenticeship contract in a qualifying trade.
	Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate
	is in apprenticeship status.
	Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal
	that7 HCST Apprentice(s) be utilized for7000 hours on this contract.
3)	The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.

4) If a HCST 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 Department of Transportation Labor Development Specialist at the phone number listed below.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

# II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for HCST 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 HCST 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 HCST 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 HCST 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).

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

# **III. IMPLEMENTATION**

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 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 HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST 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. HCST 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. HCST 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 ensure 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-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

# **VI. PROGRAM CONTACTS**

Marguerite (Maggie) Givings, Labor Development Specialist Margueritel.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist <a href="mailto:Deborah.Seip@dot.wi.gov">Deborah.Seip@dot.wi.gov</a> | 262-548-8702

# **ADDITIONAL SPECIAL PROVISION 3**

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

# **Authority**

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

# Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

# Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

(1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
  - Produce accurate and complete quotes
  - Understand highway plans applicable to their work
  - Understand specifications and contract requirements applicable to their work
  - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</a>

#### 1. Definitions

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

- a. Assigned DBE Contract Goal: The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. DBE Commitment: The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- Supplier: A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the
  materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold
  or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

# 2. WisDOT DBE Program Compliance

#### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time
  of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday)
   OR
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit.
   Instructions for eSubmit.

\*\*Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

#### b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

# (1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

# (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  - 1. Approve the request (adequate documentation of GFE has been submitted) no conditions placed on the contract with respect to the DBE Commitment;
  - 2. *Deny* the request (inadequate documentation of GFE has been submitted) the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

# 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.** 

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

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

# a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE\_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE Alert@dot.wi.gov
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a>, postal mail, email, fax, and phone.
  - a. Contractors must ask DBE firms for a response in their solicitations. See Sample Contractor Solicitation Letter, Appendix B. This letter may be included as an attachment to the sub-quote request.
  - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
  - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
  - a. Email to all prospective DBE firms in relevant work areas
  - b. Phone call log to DBE firms who express interest via written response or call
  - c. Fax/letter confirmation
  - d. Signed copy of record of subcontractor outreach effort

## b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
  - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, a discussion between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
    - a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
    - Additional evaluation Evaluation of DBE quotes with <u>tied bid items</u>. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D - Good Faith Effort Evaluation Measures and Appendix E - Good Faith Effort Best Practices.

- c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
  - (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
  - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
  - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
  - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
  - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
  - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
  - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, they will not be paid for the work. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the "Contracting with a DBE" webpage in the <u>ASP-3 and Good Faith Effort Guidance</u> section.

# 4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

# 5. Determining DBE Eligibility

# **Directory of DBE firms**

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <a href="http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx">http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx</a>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

#### 6. Counting DBE Participation

#### **Assessing DBE Work**

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- **d.** The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- **g.** The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- **h.** See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE Alert@dot.wi.gov

\*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

# 7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCl website at: <a href="http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf">http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf</a>

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

See Section 8 for Broker credit.

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

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

# a. Manufacturers

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

# b. Regular Dealers of Material and/or Supplies

(1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

- and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
  - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
  - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
    - a. What is the product or material?
    - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
    - c. Which contract line items were referenced to develop this quote?
    - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
  - i. To ensure that the appropriate credit is assigned, follow the procedure below:
    - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE\_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
    - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
    - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
    - d. The full value of the original invoice submitted to the DBE Office, above in (1)
    - e. The amount of material or product used on this project
    - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
  - ii. DBE Office Process (Applies only to bulk purchases)
    - Supply/Commodity commitment is received
    - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

# c. Brokers, Transaction Expediters, Packagers, Manufacturers' Representatives

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

# 9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

# a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

#### b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
  - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
    - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

# c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

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

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

• A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

#### d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE\_Alert@dot.wi.gov or (414) 335-0413.

#### e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission-"Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE Alert@dot.wi.gov

#### Special note on trucking

- DBE truckers added to the sublets in CRCS will be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

#### 10. Commercially Useful Function

- **a.** Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- **b.** The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- **d**. Offsite Hauling when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
  - (1) Indicate Offsite Hauling on Attachment A
  - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
  - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
  - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

#### 11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

#### 12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

#### 13. Mentor-Protégé

- **a.** If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- **b.** DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
  - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
  - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- **c.** A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- **d.** Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

#### 14. Use of Joint Checks

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

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

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

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

#### 15. Payment

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

# Appendix A Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

- 1. Determine DBE subcontractor's interest in quoting
- 2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- 3. Assess their interest and experience in the road construction industry by asking questions such as:
  - Have you competed for other WisDOT contracts? Ratio of competed/to wins
  - Have you performed on any transportation industry contracts (locally or with other states)?
  - What the largest contract you've completed?
  - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  - Does this project fit into your schedule? Are you working on any contracts now?
  - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  - What region do you work in? Home base?
  - Which line items are you considering?
  - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  - Do you understand where your work fits in the project schedule, project phases?

#### Following Bid Opening- this discussion can happen at any time

- 1. After reviewing their quote, note the following in your discussion:
  - Does the quote look complete? Irregular?
  - Are there errors in the quote? Are items very high or very low?
  - In general, does the quote look competitive?
- 2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
  - What line items would typically be in a competitive quote for a subcontractor of their specialty?
  - How many employees and what is their role/experience/expertise in your firm?
  - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
  - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
  - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
  - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
  - Discussion of bonding, insurance, and overall business risk considerations.

#### Appendix B

## Sample Contractor Solicitation Letter Page 1 (This sample is provided as a guide, not a formatting requirement)

#### DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

- Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.
- **Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.
- Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: <a href="Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov">Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov)</a>. This same website can be checked for the contract status.
- **What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- **Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

#### When are quotes due?

- [Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.
- Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

#### Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

Yes, we will be quoting the projects & items listed below

Please take our name off your monthly DBE contact list

No, we are not interested in quoting on the letting or its items referenced below

## **Sample Contractor Solicitation Letter Page 2**

(This sample is provided as a guide, not a formatting requirement)

REQUEST FOR QUOTE

# [Prime Contractor] Letting Date: [Month] [Day], [Year] Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)

rime Contractor Contact:	DBE:		
none:			
mail:			
Please circle the proposals an	nd items you will be quoting below and	d contact us with any question	
Proposal	1	6	
County	Dane County	Crawford County	
Clearing & Grubbing	X	Х	
Dump Truck Hauling	X	Х	
Curb/Gutter/Sidewalk	X		
Erosion Control Items		Х	
Excavation	X	Х	
Pavement Marking		Х	
Traffic Control	X		
Sawing	X	Х	
QMP, Base		Х	
Pipe Underdrain	X		
Landscape		Х	
Beam Guard	X		
Electrical	X		

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

X

X

#### Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

#### **ATTENTION DBEs**

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking <u>your</u> subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments [attach Solicitation Letter] and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by <u>date</u>. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. (Include if your company is willing to answer these types of DBE questions)
- o Plans and Specifications can be found: WisDOT HCCI Website: List webpage where plans are located
- If you do choose to quote, please make every effort to have your quote into our office by <u>time and date.</u>
   Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
   Our office hours are 7:30 a.m. 5:00 p.m.

Thank you - we look forward to working with your company on this project!

Prime Contractor Project Manager

Direct: 414-555-555 Cell: 414-555-556

# Sample Contractor Solicitation Email to non-DBE WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

#### **ATTENTION WISDOT SUBCONTRACTORS**

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	sw	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to <u>solicit and utilize</u> DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by <u>time and date.</u> Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor Project Manager Direct: 414-555-5555 Cell: 414-555-5566

# Appendix C Small Business Network (SBN) Overview

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

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE\_Alert@dot.wi.gov to request an account. **DBE firms can:** 

- 1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
- 2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
- 3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- 4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
- 5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
- 6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

#### **Appendix D**

#### Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met <u>or</u> if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (points added for each day prior to letting)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements.
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## **GFE Evaluation Rubric – Phase 1 – Initial Review**

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.  Such as: Updated solicitation letter and email, timely		
	solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation.		
	Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)		
Documentation of Project Information provided to Interested DBEs	Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.		
	Such as: Project information is clearly identified in all solicitation(s)		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.		
	Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.		
	Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.		
	Such as: Variety of activities that translate into meaningful DBE participation		
Documentation of other GFE activities	Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation		
Overall Demonstration of GFE			

#### GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

#### GFE EVALUATION - PHASE 2 - Team Review

#### **GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

#### **Rating Scale:**

#### GFE Approval:

Bona Fide = 6 or more categories color coded green.

Genuine effort characterized by sincere and earnest activities - "Solicitation" and "Sound Reasoning" must be green

#### GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

#### GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

#### **Green = Exceeds expectations**

Yellow = Meets expectations

Red = Areas in need of attention and/or absence of documentation

See OBOEC Rubric Analysis Feedback

#### Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

GFE RUBRIC ANALYSIS	GFE RUBRIC ANALYSIS				
OBOEC DECISION	APPROVAL OR DENIAL				
Prime Contractor					
Proposal					
Project					
Bid Letting					
DBE Goal Amount					
DBE Goal Amount Achieved					
Bid Analysis					
Goal %	Achieved %				
Apparent Low Bidder	%				
Bidder B					
Bidder C					
Average of OTHER Bidders (Not including Apparent Low Bidder)					
DBE Quotes Received					
DBE Quotes Awarded					
DBE Quote(s) Rejected	Rejected Quote Analysis				
DBE Quote(s) Awarded	Awarded DBE Amount				

# Appendix E Good Faith Effort Best Practices

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 be thorough 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 F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

## Appendix G

(SAMPLE) Forms DT1506 and DT1202

### Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

COMMITMENT TO SU						Departmen		sportation
DT1506 12/2021 s.84.06(2)			40 <del>.</del> 50	Project ID: Proposal#				
Prime Contractor: County:				Letting Date:				
This contract requires that a spec	ified percentage	of the work be subcontra	acted to a	Total \$ Value of				
disadvantaged business enterpris described in ASP-3. The submitte	se and that this i	nformation be submitted h the bid proposal consti	as utes vour	Prime Contract:  DBE Contract Go	\$	%		
DBE commitment. Include Attach	ment A for DBE	s included on commitmer	t.	DBE Goal Achiev	-	0.00%		
This form must be completed	and returne	d for this proposal.			1			
1. DBE Firm	2. Work or Ite	ms to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE F Subconti		6. DBE a	
				O# L#				
				O# L#				
				O# L#				
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Government L Approved Ar	nounts							
A = \$ V = \$	% %		3	Deima Daueraset	Aire Circ	otum- O 7		
V - 5 Total = \$	%			Prime Representa	uve Sign	ature & L	Jate	
Signature:								
Date: Good faith effort approved:	Yes 🗌 N	lo 🗆		DBE Office Signat	ure & Da	te Appro	ved	

1

## COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

#### **CONFIRMATION OF PARTICIPATION**

Project I.D.:		Prop	osal Number:		
Letting Date:					
Name of DBE Firm Participat	ing in this Contract:				
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	nan one)	
Type of Work or Type of Mate	erial Supplied:				
Total Subcontract Value:			Total DBE Credit Value:		
		Prime	e Contractor Representative's Sigr	ature	
FOR PRIME CONTRACTORS O	ts with the participating	Prime	e Contractor Representative's Nan	ne (Print Nam	ne)
	DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed		Prime Contractor (Print Company Name)		
		Date			
FOR PARTICIPATING DBE FIR	s with the Prime	Parti	cipating DBE Firm Representative	s Signature	Date
Contractor or the Hiring Contract work or supply the material indic subcontract value listed above.		Participating DBE Firm Representative's Name (Print Name)			
FOR DBE TRUCKING FIRMS C	credit, only trucks listed	Participating DBE Firm (Print Company Name)			
on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.		DBE	Firm's Address:		
# Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	00 00000	-DBE-Owned sed Trucks
Off site Hauling					



#### DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

Wisconsin-Department-of-Transportation DT1202......3/2020

+

Project ID	Proposal-No.	Letting
Prime Contractor		County
Person Submitting Document		Telephone-Number
Address		Email-Address

All-bidders-must-undertake-necessary-and-reasonable-steps-to-achieve-the-assigned-DBE-contract-goal-per-federal-regulatory-guidance-at-49-CFR-Part-26.-Bidders-use-this-form-to-document-all-efforts-employed-to-meet-the-assigned-goal-as-a-record-of-contractor-good-faith-efforts-(GFE).-Refer-to-ASP3-or-49-CFR-Part-26-for-guidance-on-actions-that-demonstrate-good-faith-effort.

It is critical to list-all-efforts, attach-documentation, and follow the instructions to complete this submission.

Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit-good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

#### 1.→ Solicitation Documentation:

- a. Purpose: To identify all-reasonable and available activities the bidder-performed to solicit the interest of all-certified DBEs who have the capacity and ability to perform work on the project. All-solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask-questions.
- b. Action: Identify and list-all-activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid-meetings; networking events; market-research; advertising.

#### 2.→ Selected·Work·Items·Documentation:

- a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur-even when you prefer to perform the work yourself.
- b. Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

#### 3.→ Documentation of Project Information provided to Interested DBEs:

- a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b.→ Action: Provide DBEs · access · to · plans, · specifications, · and · other · contract · requirements . · Early · solicitation · allows · ample · opportunity · to · provide · project · information, · links · to · Let · advertisements, · and · substantive · engagement · with · DBEs.

#### 4.→ Documentation of Negotiation with Interested DBEs:

- a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.
- b. Action: Provide-sufficient evidence to demonstrate that good-faith negotiations took-place. Merely-sending-out-solicitations requesting-bids from DBEs does not constitute sufficient good-faith efforts. A bidder using good-business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

#### 5.→ Documentation·of·Sound·Reason·for·Rejecting·DBEs:

- a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.
- b. Action: Provide-sufficient-evidence to demonstrate that DBE-was rejected for sound reasons such as past-performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

#### 6.→ Documentation·of·Assistance·to·Interested·DBEs-·Bonding,·Credit,·Insurance,·Equipment,· Supplies/Materials:·

- a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.
- b. Action: Assist-interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

## 7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

- a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.
- b.→Action: Contact-organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to: Wisconsin-Department of Transportation DBE-Program-Office PO-Box-7965 Madison, WI-53707-7965 DBE\_Alert@dot.wi.gov

I-certify-that-I-have-utilized-comprehensive-good-faith-efforts-to-solicit-and-utilize-DBE-firms-to-meet-the-DBE-participation-requirements-of-this-contract-proposal, as-demonstrated-by-my-responses-and-as-specified-in-Additional-Special-Provision-3-(ASP-3).  I-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Efforts-is-true-and-correct-to-the-best-of-my-knowledge-and-belief  I-further-understand-that-any-willful-falsification,-fraudulent-statement,-or-misrepresentation-will-result-in-appropriate-sanctions,-which-ma							
involve debarment and/or prosecution under applicable state (Tra	ns·504)·and·Federal·laws.						
	(Bidder/Authorized Representative Signature)						
	00000						
	(Print-Name)						
	2000						
}	(Title)						

#### Good·Faith·Effort·-·Sample·Documentation·Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email-communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION·LOG-

Date	Activity	Name-of-DBE-Solicited	Follow-up
4/1/2020	Sent-May-Let-solicitation	Winterland Electric	Spoke-with-Mark-Winterland-on-4/15/20-to-ask-if- he-would-quote-

#### SELECTED WORK-ITEMS-SOLICITED LOG

Work-Type	DBE-Firm	Contact-Person	Date	Contact·Mode
Payament Madrine	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
El-atrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

#### INFORMATION-PROVIDED-LOG

Request- Date	DBE-Firm	Information·Requested·&·Provided	Response- Date
4/1/2020		Requested-info-on-electrical-requirements;-provided- plan-and-link-to-specs	4/3/2020
4/21/2020	Absolute-Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS:LOG

Date	DBE-Firm	Contact-Name	Work-Type	Quotes Rec'd?	Considere d-for- project?	If-not-selected, why?
4/12/2020	ABC-Landscape	John-Dean	Erosion-Control	Yes	No	Cannot-perform-all-items
4/17/2020	Wild-Ferns	Sandy-Lynn	Erosion-Control	Yes	Yes	
4/20/2020	#1·Marking	Mark-Smart	Electrical	Yes	Yes	

#### ASSISTANCE-LOG

Date	DBE-Firm	Contact-Person	Assistance-Provided
4/1/2020	ABC-Sawing	Jackie-Swiggle	Informed·DBE·on·how·to·obtain·bonding
4/17/2020	Supreme-Construction		Provided-contact-for-wholesale-supply- purchase

#### OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization· Contacted	Contact-Person	Assistance Requested
4/1/2020	Women-in-Construction	LaTonya-Klein	Contact-information-for-woman-owned-suppliers
4/28/2020	WBIC	Sam-Smith	Asked-for-information-to-provide-to-DBE-regarding- financing-programs-through-WBIC

Official Form DT1202 can be found here: https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx

#### **ADDITIONAL SPECIAL PROVISION 4**

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

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

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

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

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

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

#### **Acceptance and Final Payment**

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.

# Additional Special Provision 6 (ASP-6) Modifications to the standard specifications

Make the following revisions to the standard specifications.

#### 107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

#### 107.27 Drones or Unmanned Aircraft Systems (UAS)

#### 107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (https://www.faa.gov/uas).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial\_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

#### 107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
  - UAS pilot information and qualifications, images of certification
  - UAS drone information and FAA tail numbers
  - Max/ Min allowable flight parameters (weather)
  - Specifics of flight mission: capture scope
  - Estimated flight duration
  - Pre-flight checklist
  - Site-specific parameters
  - Notification protocols Federal/Local/Agency/Owner/Responsible in Charge
  - Confirmation and verification of approved operators and hardware
  - Flight plan map diagram (including launch and landing location)
  - FAA-Airspace flight map classification and confirmation with graphics
  - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
  - Regular training and updates on drone regulations are required and must be provided upon request.
  - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
  - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
  - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
  - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
  - Incident background and details.
  - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
  - Contractor internal notification protocol.

#### 107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
  - 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

- 2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
- 3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

#### 646 Pavement Markings

#### 646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

(1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

#### **ERRATA**

#### 204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

#### 204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

#### 335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

#### 335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

#### 526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

#### 602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

#### 604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

(1) Furnish materials conforming to the following:

Water	501.2
Select crushed material	312.2
Concrete	501
Reinforcement	
Expansion joint filler	
Asphaltic materials	455.2

#### **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. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
  - 6. 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).
  - 7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.
- B. Costs for conforming to this special provision are incidental to the contract.

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

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

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

#### **ADDITIONAL SPECIAL PROVISION 9**

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

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at: https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: https://awpkb.dot.wi.gov/
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
  - For CRCS: Paul Ndon at <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a>. Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: <a href="https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf">https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf</a>
  - For AWP CRL: Contact AWP Support at <a href="mailto:awpsupport@dot.wi.gov">awpsupport@dot.wi.gov</a>. Additional information can be found in the AWP Knowledge Base at <a href="https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm">https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm</a>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild 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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 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 nonminority 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. 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.
- (4) 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 will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.
- f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
  - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action

# 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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  $\underline{40}$   $\underline{\text{U.S.C. }3144(b)}$  or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure,  $\underline{18}$  U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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 shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

# 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lowertier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- 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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

# **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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

# 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. 2 CFR 180.220 and 1200.220.

# 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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- 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, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient 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 recipient or
  subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

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# 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 CFR 180.335;.
- (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, 2 CFR 180.800;
- (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, 2 CFR 180.700 and 180.800: 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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## 3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

\* \* \* \* \*

# 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

- 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.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) 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, subrecipients 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).

# 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:**

County	<u>%</u>	County	<u>%</u>	County	%
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.

# 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.

# **BUY AMERICA PROVISION**

Buy America (as documented in <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

# 1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) 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 the iron and steel manufacturing and coating processes Buy America 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.

# 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

# 3. Construction Material

All construction materials (as defined in <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx

<sup>1</sup> The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

# CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

# WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

# SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

# I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

# II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few
  minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

# III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

# IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20250010 05/23/2025

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered linto on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

1 2 3	02/07/2025 02/21/2025 05/23/2025		
BRWI0001-002 06/03/2024			
CRAWFORD, JACKSON, JUNEAU VERNON COUNTIES	J, LA CROSSE, MONRO	E, TREMPEALEAU, AND	
	Rates	Fringes	
BRICKLAYER	\$ 38.86	27.00	
ASHLAND, BAYFIELD, DOUGLA	AS, AND IRON COUNTI	ES	
	Rates	Fringes	
BRICKLAYER		27.01	
BRWI0002-005 06/01/2024			
ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES			
	Rates	Fringes	
CEMENT MASON/CONCRETE FIN	NISHER\$ 41.62	27.03	
BRWI0003-002 06/01/2024			
BROWN, DOOR, FLORENCE, KE	EWAUNEE, MARINETTE,	AND OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	•	27.41	
BRWI0004-002 06/01/2024			
KENOSHA, RACINE, AND WALK	NORTH COUNTIES		
	Rates	Fringes	
BRICKLAYER	·	27.90	
BRWI0006-002 06/01/2024			
ADAMS, CLARK, FOREST, LAN ONEIDA, PORTAGE, PRICE,			
	Rates	Fringes	
BRICKLAYER	\$ 38.33	27.53	

BRWI0007-002 06/01/2024

	Rates	Fringes
BRICKLAYER		28.15
BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTO	N, AND WAUKESHA	COUNTIES
	Rates	Fringes
BRICKLAYER	•	27.33
BRWI0011-002 06/01/2024		
CALUMET, FOND DU LAC, MANITOW	OC, AND SHEBOYG	AN COUNTIES
	Rates	Fringes
BRICKLAYER	•	27.41
BRWI0019-002 06/01/2024		
BARRON, BUFFALO, BURNETT, CHI PIERCE, POLK, RUSK, ST. CROIX		
	Rates	Fringes
BRICKLAYER	\$ 38.18	27.68
BRICKLAYER  BRWI0034-002 06/01/2024	\$ 38.18	27.68
	\$ 38.18	27.68
BRWI0034-002 06/01/2024	\$ 38.18	27.68  Fringes
BRWI0034-002 06/01/2024	Rates	
BRWI0034-002 06/01/2024 COLUMBIA AND SAUK COUNTIES	Rates	Fringes
BRWI0034-002 06/01/2024  COLUMBIA AND SAUK COUNTIES  BRICKLAYER	Rates\$ 40.17 E (W. of Hwy 29	Fringes 27.32 ), POLK (W. of Hwys
BRWI0034-002 06/01/2024  COLUMBIA AND SAUK COUNTIES  BRICKLAYER	Rates\$ 40.17 E (W. of Hwy 29	Fringes 27.32 ), POLK (W. of Hwys
BRWI0034-002 06/01/2024  COLUMBIA AND SAUK COUNTIES  BRICKLAYER* * CARP0068-011 05/05/2025  BURNETT (W. of Hwy 48), PIERC 35, 48 & 65), AND ST. CROIX (  CARPENTER	Rates\$ 40.17 E (W. of Hwy 29 W. of Hwy 65) C Rates\$ 47.57\$ 47.71	Fringes  27.32  ), POLK (W. of Hwys OUNTIES  Fringes  31.17 30.98
BRWI0034-002 06/01/2024  COLUMBIA AND SAUK COUNTIES  BRICKLAYER* * CARP0068-011 05/05/2025  BURNETT (W. of Hwy 48), PIERC 35, 48 & 65), AND ST. CROIX (  CARPENTER	Rates\$ 40.17 E (W. of Hwy 29 W. of Hwy 65) C Rates\$ 47.57\$ 47.71	Fringes  27.32  ), POLK (W. of Hwys OUNTIES  Fringes  31.17 30.98
BRWI0034-002 06/01/2024  COLUMBIA AND SAUK COUNTIES  BRICKLAYER  * CARP0068-011 05/05/2025  BURNETT (W. of Hwy 48), PIERC 35, 48 & 65), AND ST. CROIX (  CARPENTER	Rates\$ 40.17 E (W. of Hwy 29 W. of Hwy 65) C  Rates\$ 47.57\$ 47.71	Fringes  27.32  ), POLK (W. of Hwys OUNTIES  Fringes  31.17  30.98
BRWI0034-002 06/01/2024  COLUMBIA AND SAUK COUNTIES  BRICKLAYER* * CARP0068-011 05/05/2025  BURNETT (W. of Hwy 48), PIERC 35, 48 & 65), AND ST. CROIX (  CARPENTER	Rates\$ 40.17 E (W. of Hwy 29 W. of Hwy 65) C  Rates\$ 47.57\$ 47.71	Fringes  27.32  ), POLK (W. of Hwys OUNTIES  Fringes  31.17  30.98  TON, AND WAUKESHA

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO

	Rates	Fringes
CARPENTER\$ Piledriver\$		28.44 28.44

<sup>\*</sup> CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Carpenter		27.06
Piledrivermen	\$ 39.43	27.02

<sup>\*</sup> CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	\$ 46.82	31.92

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes	
CARPENTER		28.44 28.44	
CARP0955-002 06/03/2024			

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER		28.44
PILEDRIVER	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes		
MILLWRIGHT	\$ 42.00	28.85		
CARP1074-002 06/03/2024				
BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN				
	Rates	Fringes		
CARPENTERPILEDRIVER	\$ 42.44	28.44 28.44		
CARP1143-002 06/03/2024				
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MONF	ROE, TREMPEALEAU AND		
	Rates	Fringes		
CARPENTERPILEDRIVER	\$ 42.44	28.44 28.44		
CARP1146-002 06/03/2024				
BROWN, DOOR, FLORENCE, KEWAUNEE AND SHAWANO (Western Portion of				
	Rates	Fringes		
CARPENTER	\$ 42.44	28.44 28.44		
CARP2337-009 06/03/2024				
KENOSHA, MILWAUKEE, OZAUKEE, RA	CINE, WASHIN	NGTON, AND WAUKESHA		
	Rates	Fringes		
PILEDRIVERMAN		34.07		
ELEC0014-002 05/26/2024				
ASHLAND, BARRON, BAYFIELD, BUFF (except Maryville, Colby, Unity Sherwood), CRAWFORD, DUNN, EAU CROSSE, MONROE, PEPIN, PIERCE, CROIX, SAWYER, TAYLOR, TREMPEAL COUNTIES	, Sherman, F CLAIRE, GRAN POLK, PRICE,	remont, Lynn & NT, IRON, JACKSON, LA RICHLAND, RUSK, ST		
	Rates	Fringes		
Electricians:		23.99		
ELEC0014-007 05/26/2024				

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 30.27

19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 40.25 29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 48.55 25.9

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:

Electrical contracts over \$180,000.....\$ 33.94 21.80

Electrical contracts under

\$180,000.....\$ 31.75 21.73

ELEC0242-005 06/02/2024

	Rates	Fringes
Electricians:	.\$ 46.23	69.19%
ELEC0388-002 06/01/2024		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:	\$ 40.19	26%+12.45
ELEC0430-002 06/01/2024		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:	\$ 49.48	27.34
ELEC0494-006 05/26/2024		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:	\$ 42.77	24.66
ELEC0494-013 05/26/2024		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 36.03	18.87
Technician	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and

low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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#### ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes	
Electricians:	\$ 40.00	22.69	
ELEC0890-003 06/01/2024			_

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Electricians:	Rates	Fringes 25.95%+12.26
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction:  (1) Lineman	.\$ 42.78 .\$ 38.02 .\$ 33.27 .\$ 30.89	21.43 19.80 18.40 16.88 16.11 14.60

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 46.37	28.80
Group 2	\$ 45.87	28.80
Group 3	\$ 44.77	28.80
Group 4	\$ 44.51	28.80
Group 5	\$ 44.22	28.80
Group 6		28.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour

EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

# POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER......\$ 43.02 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.79 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 42.00 31.93

IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 46.59 48.80

IRONØ512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

IRONØ512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

	Rates	Fringes
IRONWORKER	\$ 41.19	34.68
LAB00113-002 06/03/2024		

#### MILWAUKEE AND WAUKESHA COUNTIES

	1	Rates	Fringes
LABORER			
Group	1\$	35.61	25.01
Group	2\$	35.76	25.01
Group	3\$	35.96	25.01
Group	4\$	36.11	25.01
Group	5\$	36.26	25.01
Group	6\$	32.10	25.01

# LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2024

# OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 34.86	25.01
Group	2	\$ 34.96	25.01
Group	3	\$ 35.01	25.01
Group	4	\$ 35.21	25.01
Group	5	\$ 35.06	25.01
Group	6	\$ 31.95	25.01

# LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler;

Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2024

#### KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	34.67	25.01
Group	2\$	34.82	25.01
Group	3\$	35.02	25.01
Group	4\$	34.99	25.01
Group	5\$	35.32	25.01
Group	6\$	31.81	25.01

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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# LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,

MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 40.57	19.45
Group	2	\$ 40.67	19.45
Group	3	\$ 40.72	19.45
Group	4	\$ 40.92	19.45
Group	5	\$ 40.77	19.45
Group	6	\$ 37.20	19.45

# LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group	1\$ 40.85	19.45
Group	2\$ 40.95	19.45
Group	3\$ 41.00	19.45
Group	4\$ 41.20	19.45
Group	5\$ 41.05	19.45
Group	6\$ 37.20	19.45

# LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	1	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	36.16	26.27
Spray,	Sandblast, Steel\$	36.76	26.27
Repaint	:		
Brush,	Roller\$	34.66	26.27
Spray,	Sandblast, Steel\$	35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 42.04	22.95	
Spray & Sandblast	\$ 43.04	22.95	

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	.\$ 24.11	12.15
DATNO 250 004 05 (01/2015		

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	\$ 22.03	12.45
PATN0781-002 06/01/2024		

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters: Bridge	\$ 40.64	24.92 24.92	
	) 41.39 	24.92	
PAIN0802-002 06/01/2024			
COLUMBIA, DANE, DODGE, GRANT, GREI ROCK, AND SAUK COUNTIES	EN, IOWA, LAFAY	ETTE, RICHLAND,	
	Rates	Fringes	
PAINTER Brush	\$ 36.35	20.87	
PREMIUM PAY: Structural Steel, Spray, Bridge: hour.	s = \$1.00 add	itional per	
PAIN0802-003 06/01/2024			
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES			
	Rates	Fringes	
PAINTER	\$ 36.35	20.87	
PAIN0934-001 06/01/2024			
KENOSHA AND WALWORTH COUNTIES			
	Rates	Fringes	
Painters:			
Brush		26.32	
SprayStructural Steel		26.32 26.32	
PAIN1011-002 06/02/2024	· 		
FLORENCE COUNTY			
	Rates	Fringes	
Painters:	\$ 29.95	15.89	
PLAS0599-002 06/01/2024			
	Rates	Fringes	
		8	
CEMENT MASON/CONCRETE FINISHER Area A	\$ 47.17	30.35	
Area B	\$ 41.62	26.34	
Area C		25.91	
Area D		25.49 26.39	
Area F	·	29.67	

# AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles	\$ 37 <b>5</b> 7	27.41
3 or more Axles; Euclids, Dumptor & Articulated,	φ <i>37.37</i>	27.41
Truck Mechanic	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

\_\_\_\_\_

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

# Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

# Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

# Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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# WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

END OF GENERAL DECISION"

# NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

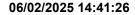
Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







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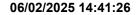
**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	2.000 EACH		·
0004	201.0120 Clearing	24.000 ID		
0006	201.0205 Grubbing	5.000 STA	·	<del>-</del>
8000	201.0220 Grubbing	24.000 ID	·	<del></del>
0010	203.0220 Removing Structure (structure) 01. R-40- 398	1.000 EACH	·	<del>-</del>
0012	204.0100 Removing Concrete Pavement	50.000 SY		
0014	204.0115 Removing Asphaltic Surface Butt Joints	13,709.000 SY	<u> </u>	·
0016	204.0120 Removing Asphaltic Surface Milling	598,800.000 SY	·	<del></del>
0018	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	85,300.000 LF		
0020	204.0150 Removing Curb & Gutter	552.000 LF	<u> </u>	
0022	204.0155 Removing Concrete Sidewalk	392.000 SY	·	·
0024	204.0157 Removing Concrete Barrier	804.000 LF	·	·
0026	204.9165.S Removing (item description) 01. Removing Porcelain Ceramic Tile Facing	9,505.000 SF	·	·
0028	205.0100 Excavation Common	1,799.000 CY	·	
0030	209.0200.S Backfill Controlled Low Strength	2.000 CY		·







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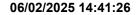
**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	210.1500 Backfill Structure Type A	4.000 TON	·	
0034	213.0100 Finishing Roadway (project) 01. 1030- 43-71	1.000 EACH	·	·
0036	213.0100 Finishing Roadway (project) 02. 1030- 43-72	1.000 EACH		·
0038	305.0110 Base Aggregate Dense 3/4-Inch	370.000 TON	·	·
0040	305.0120 Base Aggregate Dense 1 1/4-Inch	20.000 TON	<u></u>	<u> </u>
0042	305.0125 Base Aggregate Dense 1 1/4-Inch	2.000 CY		<u> </u>
0044	390.0100 Removing Pavement for Base Patching	5,880.000 CY		<u> </u>
0046	390.0405 Base Patching Concrete SHES	5,880.000 CY		
0048	416.0610 Drilled Tie Bars	3,817.000 EACH		
0050	416.0620 Drilled Dowel Bars	19,031.000 EACH	·	
0052	416.1715 Concrete Pavement Repair SHES	17.000 SY		
0054	416.1725 Concrete Pavement Replacement SHES	855.000 SY		
0056	455.0605 Tack Coat	83,432.000 GAL		
0058	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH	·	<u></u>
0060	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH		







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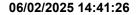
**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	460.0115.S HMA Pavement Test Strip Volumetrics	2.000 EACH	<u> </u>	
0064	460.0120.S HMA Pavement Test Strip Density	2.000 EACH		
0066	460.2000 Incentive Density HMA Pavement	35,985.000 DOL	1.00000	35,985.00
0068	460.2005 Incentive Density PWL HMA Pavement	34,810.000 DOL	1.00000	34,810.00
0070	460.2007 Incentive Density HMA Pavement Longitudinal Joints	37,550.000 DOL	1.00000	37,550.00
0072	460.2010 Incentive Air Voids HMA Pavement	58,699.000 DOL	1.00000	58,699.00
0074	460.6224 HMA Pavement 4 MT 58-28 S	1,475.000 TON	<u></u>	·
0076	460.7624 HMA Pavement 4 HT 58-28 V	65,385.000 TON		<u> </u>
0078	460.8624 HMA Pavement 4 SMA 58-28 V	65,588.000 TON	<u></u>	<u> </u>
0080	460.9000.S Material Transfer Vehicle	1.000 EACH	<u> </u>	
0082	465.0110 Asphaltic Surface Patching	200.000 TON	<u></u>	<u> </u>
0084	495.1000.S Cold Patch	20.000 TON		
0086	502.3210 Pigmented Surface Sealer	2.000 SY	<u></u>	<u> </u>
0088	502.3215 Protective Surface Treatment Reseal	1,058.000 SY	<u></u>	<u> </u>
0090	502.4204 Adhesive Anchors No. 4 Bar	3.000 EACH		<u> </u>
0092	504.0500 Concrete Masonry Retaining Walls	1.000 CY		







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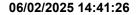
**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	505.0600 Bar Steel Reinforcement HS Coated Structures	70.000 LB	·	
0096	509.1500 Concrete Surface Repair	169.000 SF		
0098	509.9020.S Epoxy Crack Sealing	35.000 LF		·
0100	513.2001 Railing Pipe	11.000 LF		·
0102	531.2036 Drilling Shaft 36-Inch	10.000 LF		·
0104	531.4050 Foundation Camera Pole 50-FT	1.000 EACH		<del></del>
0106	601.0331 Concrete Curb & Gutter 31-Inch	552.000 LF		<del></del>
0108	602.0410 Concrete Sidewalk 5-Inch	2,862.000 SF		
0110	602.0515 Curb Ramp Detectable Warning Field Natural Patina	134.000 SF		
0112	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	41.000 SF	·	·
0114	602.3010 Concrete Surface Drains	265.000 CY	·	·
0116	603.1142 Concrete Barrier Type S42	306.000 LF		·
0118	603.1156 Concrete Barrier Type S56	407.000 LF		<u> </u>
0120	603.8000 Concrete Barrier Temporary Precast Delivered	3,606.000 LF	·	·
0122	603.8125 Concrete Barrier Temporary Precast Installed	3,606.000 LF	·	·







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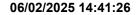
**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	603.8500 Anchoring Concrete Barrier Temporary Precast	104.000 LF		·
0126	606.0050 Riprap Extra-Light	300.000 CY	·	·
0128	606.0100 Riprap Light	130.000 CY		
0130	606.0200 Riprap Medium	2.720 CY	·	<u> </u>
0132	608.3012 Storm Sewer Pipe Class III-A 12-Inch	100.000 LF		<u> </u>
0134	611.0430 Reconstructing Inlets	2.000 EACH	·	
0136	611.0654 Inlet Covers Type V	2.000 EACH		<u> </u>
0138	611.3003 Inlets 3-FT Diameter	2.000 EACH	·	<u> </u>
0140	611.8115 Adjusting Inlet Covers	52.000 EACH		
0142	612.0106 Pipe Underdrain 6-Inch	404.000 LF	·	·
0144	614.0905 Crash Cushions Temporary	8.000 EACH	·	
0146	616.0206 Fence Chain Link 6-FT	887.000 LF	·	<u> </u>
0148	616.0329 Gates Chain Link (width) 01. 10-FT	2.000 EACH		
0150	616.0329 Gates Chain Link (width) 02. 12-FT	1.000 EACH		
0152	616.0329 Gates Chain Link (width) 03. 22-FT	3.000 EACH		
0154	616.0410 Fence Chain Link Salvaged 10-FT	390.000 LF	·	·







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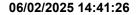
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	618.0100  Maintenance and Repair of Haul Roads (project) 01. 1030-43-71	1.000 EACH		·
0158	618.0100  Maintenance and Repair of Haul Roads (project) 02. 1030-43-72	1.000 EACH	·	<del>.</del>
0160	619.1000 Mobilization	1.000 EACH		
0162	624.0100 Water	5.000 MGAL	<u> </u>	
0164	625.0100 Topsoil	4,814.000 SY		
0166	625.0105 Topsoil	100.000 CY		
0168	628.1504 Silt Fence	750.000 LF	·	·
0170	628.1520 Silt Fence Maintenance	1,125.000 LF		
0172	628.1905 Mobilizations Erosion Control	10.000 EACH		
0174	628.1910  Mobilizations Emergency Erosion Control	4.000 EACH	<u> </u>	
0176	628.2006 Erosion Mat Urban Class I Type A	675.000 SY		
0178	628.2023 Erosion Mat Class II Type B	9,588.000 SY	·	
0180	628.7005 Inlet Protection Type A	10.000 EACH		
0182	628.7010 Inlet Protection Type B	590.000 EACH		
0184	628.7020 Inlet Protection Type D	160.000 EACH		







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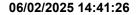
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0186	630.0120 Seeding Mixture No. 20	216.000 LB	·	<u> </u>
0188	630.0140 Seeding Mixture No. 40	31.000 LB	<u> </u>	<u></u>
0190	630.0200 Seeding Temporary	230.000 LB		
0192	630.0500 Seed Water	35.340 MGAL		
0194	631.0300 Sod Water	6.420 MGAL	<u> </u>	·
0196	631.1000 Sod Lawn	285.000 SY		
0198	633.0500 Delineator Reflectors	20.000 EACH		·
0200	633.1000 Delineators Barrier Wall	20.000 EACH		
0202	634.0618 Posts Wood 4x6-Inch X 18-FT	24.000 EACH		
0204	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	6.000 EACH		·
0206	634.0885 Posts Tubular Steel 2x2-Inch X 8.5-FT	2.000 EACH		
0208	635.0300 Sign Supports Replacing Base Connection Bolts	1.000 EACH	·	
0210	637.1220 Signs Type I Reflective SH	260.000 SF		
0212	637.2210 Signs Type II Reflective H	216.710 SF		·
0214	637.2230 Signs Type II Reflective F	80.000 SF		
0216	638.2102 Moving Signs Type II	6.000 EACH		







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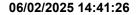
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	638.2602 Removing Signs Type II	25.000 EACH	·	<u></u>
0220	638.3000 Removing Small Sign Supports	24.000 EACH		
0222	643.0300 Traffic Control Drums	213,429.000 DAY		
0224	643.0420 Traffic Control Barricades Type III	20,553.000 DAY	<u> </u>	<u></u>
0226	643.0705 Traffic Control Warning Lights Type A	41,105.000 DAY	<u> </u>	·
0228	643.0715 Traffic Control Warning Lights Type C	45,802.000 DAY		
0230	643.0810.S Connected Arrow Board	2,023.000 DAY		·
0232	643.0900 Traffic Control Signs	67,334.000 DAY		
0234	643.0910 Traffic Control Covering Signs Type I	125.000 EACH		
0236	643.0920 Traffic Control Covering Signs Type II	550.000 EACH	·	
0238	643.1000 Traffic Control Signs Fixed Message	806.000 SF		
0240	643.1050 Traffic Control Signs PCMS	1,394.000 DAY		
0242	643.1205.S Basic Traffic Queue Warning System	262.000 DAY		
0244	643.1220.S Connected Work Zone Start and End Location Markers	385.000 DAY	·	
0246	643.3120 Temporary Marking Line Epoxy 4-Inch	200.000 LF		
0248	643.3170 Temporary Marking Line Epoxy 6-Inch	553,250.000 LF		







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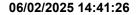
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	643.3270 Temporary Marking Line Epoxy 10-Inch	117,360.000 LF	<u> </u>	·
0252	643.4100 Traffic Control Interim Lane Closure	655.000 EACH	<u> </u>	·
0254	643.5000 Traffic Control	1.000 EACH	<u> </u>	·
0256	644.1430 Temporary Pedestrian Surface Plate	640.000 SF	·	<del></del>
0258	644.1601 Temporary Pedestrian Curb Ramp	44.000 DAY		·
0260	644.1605 Temporary Pedestrian Detectable Warning Field	24.000 SF	·	
0262	644.1810 Temporary Pedestrian Barricade	542.000 LF	·	<del>-</del>
0264	644.1900.S Temporary Audible Message Devices	286.000 DAY	·	<del></del>
0266	645.0130 Geotextile Type R	3,491.000 SY	·	·
0268	646.1050 Marking Line Grooved Permanent Tape 4-Inch	100.000 LF		
0270	646.2020 Marking Line Epoxy 6-Inch	66,319.000 LF	·	·
0272	646.2025 Marking Line Grooved Black Epoxy 6- Inch	42,037.000 LF		
0274	646.2040 Marking Line Grooved Wet Ref Epoxy 6- Inch	165,434.000 LF	<u> </u>	
0276	646.2050 Marking Line Grooved Permanent Tape 6-Inch	42,179.000 LF	·	·
0278	646.3020 Marking Line Epoxy 8-Inch	152.000 LF		







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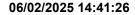
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Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	646.4020 Marking Line Epoxy 10-Inch	3,528.000 LF		
0282	646.4025 Marking Line Grooved Black Epoxy 10- Inch	5,800.000 LF		·
0284	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	42,342.000 LF		·
0286	646.4050 Marking Line Grooved Permanent Tape 10-Inch	7,238.000 LF	·	·
0288	646.5020 Marking Arrow Epoxy	83.000 EACH	·	
0290	646.5120 Marking Word Epoxy	44.000 EACH		<u> </u>
0292	646.5220 Marking Symbol Epoxy	8.000 EACH		<u> </u>
0294	646.6120 Marking Stop Line Epoxy 18-Inch	739.000 LF	·	<u>-</u>
0296	646.6220 Marking Yield Line Epoxy 18-Inch	9.000 EACH		<u> </u>
0298	646.6464 Cold Weather Marking Epoxy 4-Inch	100.000 LF	<u> </u>	<u> </u>
0300	646.6466 Cold Weather Marking Epoxy 6-Inch	64,006.000 LF		·
0302	646.6470 Cold Weather Marking Epoxy 10-Inch	12,896.000 LF		·
0304	646.7120 Marking Diagonal Epoxy 12-Inch	20,858.000 LF		<u> </u>
0306	646.7220 Marking Chevron Epoxy 24-Inch	8,113.000 LF		·
0308	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,685.000 LF	·	







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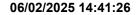
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0310	646.8120 Marking Curb Epoxy	20.000 LF	·	·
0312	646.8220 Marking Island Nose Epoxy	2.000 EACH		<u>-</u>
0314	646.8320 Marking Parking Stall Epoxy	9,466.000 LF		·
0316	646.9165 Marking Removal Line Grooved Contrast Permanent Tape 10-Inch	511.000 LF		
0318	652.0110 Conduit Rigid Metallic 1-Inch	35.000 LF	<u> </u>	
0320	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	35.000 LF		·
0322	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	62.000 LF		·
0324	652.0700.S Install Conduit into Existing Item	2.000 EACH		·
0326	655.0515 Electrical Wire Traffic Signals 10 AWG	55.000 LF		<u> </u>
0328	670.0101 Field System Integrator	1.000 EACH		
0330	670.0201 ITS Documentation	1.000 EACH		
0332	677.0150 Install Camera Pole 50-FT	1.000 EACH		<u> </u>
0334	677.0200 Install Camera Assembly	2.000 EACH		<u></u> .
0336	690.0150 Sawing Asphalt	1,000.000 LF		<u> </u>
0338	690.0250 Sawing Concrete	49,271.000 LF		







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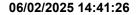
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	715.0603 Incentive Strength Concrete Barrier	426.500 DOL	1.00000	426.50
0342	740.0440 Incentive IRI Ride	116,000.000 DOL	1.00000	116,000.00
0344	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	7,000.000 HRS	5.00000	35,000.00
0346	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	17,280.000 HRS	5.00000	86,400.00
0348	SPV.0030 Special 01. Fertilizer Type B, Special	3.470 CWT		
0350	SPV.0035 Special 01. Gabions	11.000 CY	<u> </u>	
0352	SPV.0060 Special 05. Mobilizations Emergency Pavement Repair	8.000 EACH		·
0354	SPV.0060 Special 06. Traffic Control Close-Open Freeway Entrance Ramp	386.000 EACH	<u> </u>	·
0356	SPV.0060 Special 07. Traffic Control Close-Open Freeway to Freeway System Ramp	198.000 EACH	<u> </u>	·
0358	SPV.0060 Special 08. Traffic Control Full Freeway Closure	121.000 EACH	<del>.</del>	·
0360	SPV.0060 Special 10. Traffic Control Local Road Lane Closures	10.000 EACH		·
0362	SPV.0060 Special 11. Survey Project 1030-43-71	1.000 EACH	<u> </u>	
0364	SPV.0060 Special 13. Survey Project 1030-43-72	1.000 EACH	·	
0366	SPV.0060 Special 21. Remove Ground Mount DMS	1.000 EACH		







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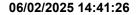
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	SPV.0060 Special 22. Install Ground Mount DMS	1.000 EACH	<u> </u>	<u></u>
0370	SPV.0060 Special 23. Ground Rod	1.000 EACH	·	
0372	SPV.0060 Special 24. Emergency Response to Traffic Involving Crash Cushion	10.000 EACH	·	
0374	SPV.0060 Special 25. Emergency Response to Traffic Involving Concrete Barrier Temporary	10.000 EACH	<u></u>	<u></u>
0376	SPV.0060 Special 41. Anchor Slab Repair at Inlet	11.000 EACH	·	
0378	SPV.0060 Special 42. Precast Concrete Wall Panel Repair R-40-382	1.000 EACH		
0380	SPV.0060 Special 43. Precast Concrete Wall Panel Repair R-40-417	1.000 EACH		
0382	SPV.0060 Special 44. Precast Concrete Wall Panel Repair R-40-439	1.000 EACH		
0384	SPV.0075 Special 01. Pavement Cleanup	200.000 HRS		
0386	SPV.0085 Special 01. Foam-Jacking	18,477.000 LB		
0388	SPV.0085 Special 02. Sealing Cracks and Joints with Hot Applied Sealant	1,667.000 LB		
0390	SPV.0090 Special 01. Marking Line Permanent Tape 6-Inch	96.000 LF		·
0392	SPV.0090 Special 02. Sealing Parapet Joint	173.000 LF	<u></u>	<u> </u>
0394	SPV.0090 Special 04. Marking Line Wet Reflective Epoxy 6-Inch	2,597.000 LF	·	







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**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	SPV.0090 Special 05. Marking Line Wet Reflective Epoxy 10-Inch	8,061.000 LF		
0398	SPV.0090 Special 06. Clean and Reseal Joint	1,403.000 LF	·	
0400	SPV.0090 Special 07. Linear Delineation System	65.000 LF		
0402	SPV.0090 Special 08. Concrete Barrier Dual Pan 32-Inch	75.000 LF	·	·
0404	SPV.0090 Special 09. Concrete Barrier 42-Inch Vertical Back	65.000 LF	·	
0406	SPV.0090 Special 10. Concrete Curb and Gutter 4- Inch Sloped 60-Inch Type A	16.000 LF		·
0408	SPV.0090 Special 41. Sealing Precast Concrete Wall Facing Unit Joint	460.000 LF		·
0410	SPV.0135 Special 01. Field Office	18.000 MON	·	
0412	SPV.0165 Special 01. Tied Concrete Block Mat with Doubled Layered Underlayment	1,700.000 SF		·
0414	SPV.0165 Special 41. Anchor Slab Surface Repair	84.000 SF		
0416	SPV.0165 Special 42. Concrete Restaining	2,233.000 SF		
0418	SPV.0180 Special 01. Resin Binder High Friction Surface Treatment	73,478.000 SY	·	·
0420	SPV.0180 Special 02. Expansion Joint Repair Rapid Set	786.000 SY	·	·
0422	SPV.0180 Special 03. Concrete Pavement Approach Slab Repair Rapid Set	838.000 SY		·





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**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0424	SPV.0180	2,190.000		
	Special 04. Removing High Friction Surface Treatment	SY	<u></u>	
0426	SPV.0180	209.000		
	Special 05. Asphalt Wedge	SY	·	·
0428	SPV.0180	98.000		
	Special 07. Concrete Pavement Repair Rapid Set	SY	·	·
0430	SPV.0195	800.000		
	Special 01. Joint and Crack Repair	TON	·	
	Section: 00	001	Total:	

**Total Bid:** 

## PLEASE ATTACH ADDENDA HERE



## **Wisconsin Department of Transportation**

June 30, 2025

#### Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

#### **NOTICE TO ALL CONTRACTORS:**

## Federal Wage Rate Addendum #01

#### Letting of July 8, 2025

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 06, and 08. These wage rates are effective for all proposals they are included in in the July 8, 2025 letting. The updated wage rates are dated June 27, 2025, and are effective on or after July 7, 2025.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

"General Decision Number: WI20250010 06/27/2025

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- |. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

1	02/07/202
2	02/21/202
3	05/23/202
4	06/06/202
5	06/27/202

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.86 27.00
-----BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 41.62 27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates Fringes

BRICKLAYER......\$ 38.45 27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates Fringes

BRICKLAYER.....\$ 43.21 27.90

BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.34 28.15

BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 46.16 27.33

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BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

BRWI0019-002 06/01/2024

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.18 27.68

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BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

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CARP0068-011 05/05/2025

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

CARP0231-002 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

CARPENTER.....\$ 47.73 31.52

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

Rates	Fringes
\$ 42.44	28.44
\$ 42.44	28.44
	\$ 42.44

CARP0314-001 06/02/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

ı	Rates	Fringes
Carpenter\$ Piledrivermen\$		28.78 28.78

CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes	
CARPENTER	\$ 46.82	31.92	
			_

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
Piledriver	\$ 42.44	28.44	
			-

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN,

WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER	· · · · · · ·	28.44
PILEDRIVER	\$ 42.44	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER	\$ 42.44	28.44
PILEDRIVER	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes	
CARPENTER		28.44 28.44	
			-

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes	
PILEDRIVERMAN	\$ 42.21	34.07	

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes	
Electricians:	\$ 42.73	23.99	

<sup>\*</sup> ELEC0014-007 05/25/2025

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician......\$ 31.17 20.08

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 40.25 29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 48.55 25.93

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:

Electrical contracts over

\$180,000.....\$ 33.94 21.80

Electrical contracts under

\$180,000.....\$ 31.75 21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:......\$48.50 26.25

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 50.86 28.26

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes	
Electricians:	\$ 45.20	25.27	
ELEC0494-013 05/26/2024			-

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 36.03	18.87
Technician	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music

<sup>\*</sup> ELEC0494-005 06/01/2025

<sup>\*</sup> ELEC0494-006 06/01/2025

systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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#### ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:	\$ 40.00	22.69
ELEC0890-003 06/01/2024		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:\$ 43.65 25.95%+12.26			
ELEC0953-001 06/02/2019			
	Rates	Fringes	
Line Construction:  (1) Lineman	\$ 42.78 \$ 38.02 \$ 33.27 \$ 30.89 \$ 26.14	21.43 19.80 18.40 16.88 16.11 14.60	

ENGI0139-005 06/01/2025

	Rates	Fringes
Power Equipment Operator		
Group 1\$	48.37	30.30
Group 2\$	47.87	30.30
Group 3\$	46.77	30.30
Group 4\$	46.51	30.30
Group 5\$	46.22	30.30
Group 6\$	40.32	30.30

HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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\* IRON0008-002 06/01/2025

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 44.66 33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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\* IRON0008-003 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 47.52 33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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\* IRON0383-001 06/01/2025

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER...... \$ 44.00 32.66

IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 46.59 48.80

IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 41.19	34.68
LABO0113-002 06/03/2024		

#### MILWAUKEE AND WAUKESHA COUNTIES

		Rates	Fringes
LABORER			
Group	1	.\$ 35.61	25.01
Group	2	.\$ 35.76	25.01
Group	3	.\$ 35.96	25.01
Group	4	.\$ 36.11	25.01
Group	5	.\$ 36.26	25.01
Group	6	.\$ 32.10	25.01

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2024

#### OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	34.86	25.01
Group	2\$	34.96	25.01
Group	3\$	35.01	25.01
Group	4\$	35.21	25.01
Group	5\$	35.06	25.01
Group	6\$	31.95	25.01

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	R	ates	Fringes
LABORER			
Group	1\$	34.67	25.01
Group	2\$	34.82	25.01
Group	3\$	35.02	25.01
Group	4\$	34.99	25.01
Group	5\$	35.32	25.01
Group	6\$	31.81	25.01

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,

GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1	.\$ 40.57	19.45
Group	2	.\$ 40.67	19.45
Group	3	.\$ 40.72	19.45
Group	4	.\$ 40.92	19.45
Group	5	.\$ 40.77	19.45
Group	6	.\$ 37.20	19.45

#### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	\$ 40.85	19.45
Group 2	\$ 40.95	19.45
Group 3	\$ 41.00	19.45
Group 4	\$ 41.20	19.45
Group 5	\$ 41.05	19.45
Group 6	\$ 37.20	19.45

#### LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/05/2025

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	38.17	27.26
Spray,	Sandblast, Steel\$	38.77	27.26
Repaint	:		
Brush,	Roller\$	36.67	27.26
Spray,	Sandblast, Steel\$	37.27	27.26

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 42.04	22.95	
Spray & Sandblast	\$ 43.04	22.95	

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	\$ 22.03	12.45
* DATNO781_002 06/01/2025		

<sup>\*</sup> PAIN0781-002 06/01/2025

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes	
Painters:			
Bridge	\$ 43.19	24.87	
Brush		24.87	
Spray & Sandblast		24.87 	
* PAIN0802-002 06/01/2025			
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	REEN, IOWA, LAFA	YETTE, RICHLAND,	
	Rates	Fringes	
PAINTER			
Brush	\$ 37.65	21.17	
PREMIUM PAY: Structural Steel, Spray, Bridghour.	ges = \$1.00 add	ditional per	
* PAIN0802-003 06/01/2025			
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES			
	Rates	Fringes	
PAINTER	•	21.17	
PAIN0934-001 06/01/2024			
KENOSHA AND WALWORTH COUNTIES			
	Rates	Fringes	
Painters:			
Brush		26.32	
SprayStructural Steel		26.32 26.32	
		20.32	
PAIN1011-002 06/02/2024 FLORENCE COUNTY			
PLORENCE COUNTY			
	Rates	Fringes	
Painters:		15.89	
PLAS0599-002 06/01/2024			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER			
Area A		30.35	
Area B	\$ 41.62	26.34	
Area C			
Area D		25.91 25.49	

#### AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids,	\$ 39.57	28.70
Dumptor & Articulated, Truck Mechanic	\$ 39.72	28.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal

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number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

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email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

\_\_\_\_\_\_

END OF GENERAL DECISION"



# **Wisconsin Department of Transportation**

July 2, 2025

**Division of Transportation Systems Development** 

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

Proposal #02: 1030-43-71, WISC 2025547 1030-43-72, WISC 2025496

IH Mitchell I/C IH Mitchell I/C

WB I43/I94 35th St-Rawson Ave- EB I43/I94 35th St-Rawson Ave-

Howard Ave Howard Ave

IH 41 IH 41

Milwaukee County Milwaukee County

# Letting of July 8, 2025

This is Addendum No. 01, which provides for the following:

# **Special Provisions:**

	Revised Special Provisions												
Article No.	Description												
3	Prosecution and Progress												
7	Holiday and Special Event Work Restrictions.												
70	Foam-Jacking, Item SPV.0085.01												
74	Marking Line Wet Reflective Epoxy 6-Inch, Item SPV.0090.04.  Marking Line Wet Reflective Epoxy 10-Inch, Item SPV.0090.05.												
85	Expansion Joint Repair Rapid Set, Item SPV.0180.02; Concrete Pavement Approach Slab Repair Rapid Set, Item SPV.0180.03; Concrete Pavement Repair Rapid Set, Item SPV.0180.07.												

# **Schedule of Items:**

	Revised Bid Item	Quantitie	S		
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
646.2020	Marking Line Epoxy 6-Inch	LF	66,319	2,597	68,916
646.4020	Marking Line Epoxy 10-Inch	LF	3,528	3,516	7,044
SPV.0090.05			8,061	-3,516	4,545

	Added Bid Item C	Quantities			
Bid Item	Item Item Description	Unit	Proposal Total Prior to	Quantity Added	Proposal Total After Addendum
			Addendum		
646.9200	Marking Removal Line Wide	LF	0	340	340

	<b>Deleted</b> Bid Item	Quantities	S		
			Proposal	Proposal	Proposal
Did Itom	Bid Item Item Description	Unit	Total Prior	Quantity	Total After
Did itelli			to	Change (-)	Addendum
			Addendum	. ,	
SPV.0090.04	Marking Line Wet Reflective Epoxy 6-Inch	LF	2,597	-2,597	0

# Plan Sheets:

	Revised Plan Sheets 1030-43-71
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
123-143	Pavement Marking Legend and bid items revised for bridges and ramps
326-327	Miscellaneous Quantities (switched bid items for pavement marking on bridges and ramps)

	Revised Plan Sheets 1030-43-72
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
148-169	Pavement Marking Legend and bid items revised for bridges and ramps
354-357	Miscellaneous Quantities (switched bid items for pavement marking on bridges and ramps)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

# ADDENDUM NO. 01 1030-43-71 July 1, 2025

### **Special Provisions**

### 3. Prosecution and Progress

Replace entire section titled Fall and Winter Work Restrictions with the following:

### **Fall and Winter Work Restrictions**

The schedule has base patching and approach slab repair work in 2025. Schedule work such that all base patching and approach slab repairs are completed in 2025 before the winter shut down. No work requiring lane closures shall take place from November 16, 2025 until March 15, 2026, both dates inclusive. Restore the traffic configuration prior to November 16, 2025 to the existing (pre-construction) traffic configuration. Restore all existing pavement and pavement markings prior to the winter shutdown. All traffic control, equipment and materials removed from the project site during the winter shut down. No lane closures will be allowed during the winter shut down unless approved by the engineer.

To revise the start date of the winter shutdown for Project ID 1030-43-71 and/or 1030-43-72, submit a written request to the engineer at least two weeks before November 15, 2025. The engineer will approve or deny that request based on the conditions cited in the request. Additional Holiday restrictions for Christmas and New Years will apply.

# 7. Holiday and Special Event Work Restrictions.

Add the following after the last paragraph under section titled Freeway Special Event Restrictions:

During Summerfest, June 18-20, June 25-27, and July 2-4, 2026, maintain at least one open lane on IH 41/43/94/894, and the system ramps until one hour after the event closes each night.

During the Wisconsin State Fair, August 6-16, 2026, maintain at least one open lane on IH 41/43/94/894, and the system ramps, until one hour after the event closes each night.

Any exceptions to this work restriction must be approved by the engineer in writing. Roadway and traffic control maintenance required by the contractor shall be performed as needed during this work restriction.

Coordinate with the engineer for approval in advance of performing necessary roadway or traffic control maintenance work.

Special event work restrictions do not apply to roadways or ramps already closed long-term during construction as shown on the plans. New long-term closures of ramps and roadways must be coordinated with the special event work restrictions.

## 70. Foam-Jacking, Item SPV.0085.01

Replace paragraph four under section titled B Materials with the following::

Provide a general certification from the HDP manufacturer for each shipment stating the material meets or exceeds the following requirements and must be submitted to the engineer two weeks prior to the start of the foam jacking work.

# 74. Marking Line Wet Reflective Epoxy 6-Inch, Item SPV.0090.04. Marking Line Wet Reflective Epoxy 10-Inch, Item SPV.0090.05.

Replace entire article with the following:

## 74. Marking Line Wet Reflective Epoxy 10-Inch, Item SPV.0090.05.

### **A** Description

This special provision describes applying wet reflective epoxy marking conforming to standard spec 646, as the plans show, and as follows.

### **B** Materials

Furnish wet reflective epoxy pavement marking materials conforming of standard spec 646.2.

### **C** Construction

Apply wet reflective epoxy pavement marking conforming to standard spec 646.3, except that grooving is not necessary. Use existing groove if present.

### **D** Measurement

The department will measure Marking Line Wet Reflective Epoxy by the linear foot, acceptably completed, measured once as the length of the centerline of the completed installation.

### **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.05
 Marking Line Wet Reflective Epoxy 10-Inch
 LF

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

# 85. Expansion Joint Repair Rapid Set, Item SPV.0180.02; Concrete Pavement Approach Slab Repair Rapid Set, Item SPV.0180.03; Concrete Pavement Repair Rapid Set, Item SPV.0180.07.

Replace paragraph one under section titled **B Materials** with the following:

Furnish a rapid setting non-shrink material designed for repairing concrete bridge decks from the department's Approved Products List for "Horizontal Rapid Set Concrete Patch Material". The material shall be capable of obtaining a minimum compressive strength of 2,000 psi within 3 hours. The patch material must be compatible with the existing concrete pavement, reinforcing steel, and the polymer or asphalt overlay product (if applicable); and have a proven record of at least five successful applications in climates similar to Wisconsin. The use of chloride accelerators or other corrosion inducing products is prohibited.

Replace paragraph six under section titled C Construction with the following:

Place the patch material on existing asphaltic base or existing base course shaped to the required cross section. Remove concrete rubble and foreign material with minimal disturbance of the base. Fill low areas or depressions in the base following removal operations with either compacted aggregate base or additional concrete. Apply a bonding agent, as necessary and as recommend by the patch material manufacturer, to surfaces to be covered by patch material.

### Replace the last paragraph under section titled C Construction with the following:

Submit certified test results from an independent lab showing that the patch material obtained 2,000 psi within 3 hours of placement.

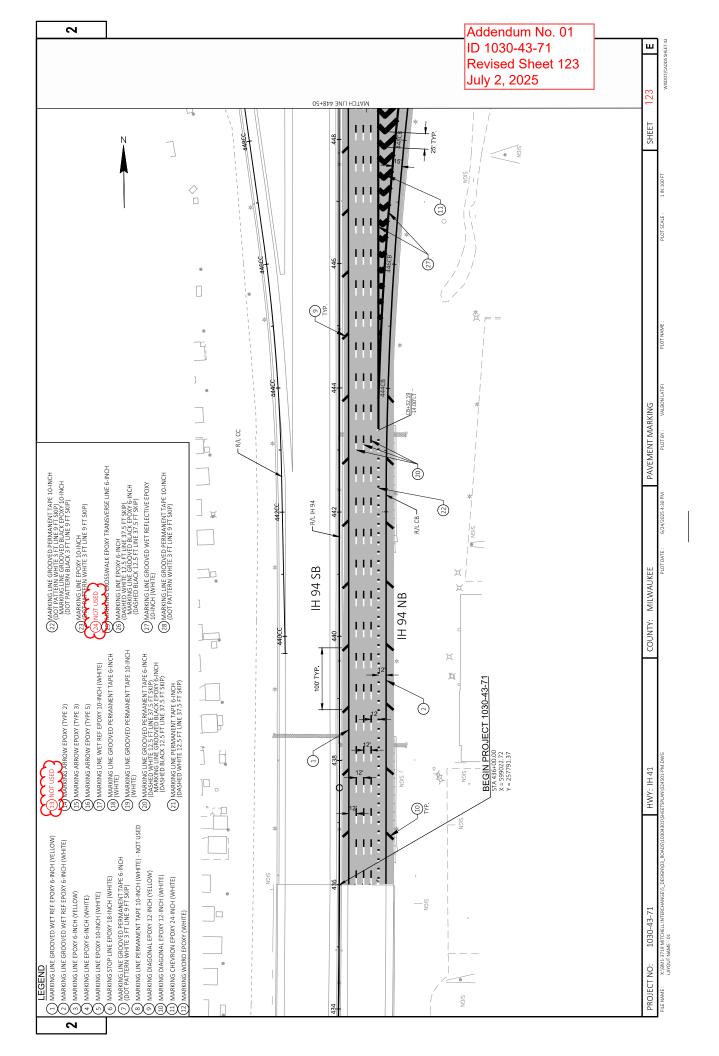
### Schedule of Items

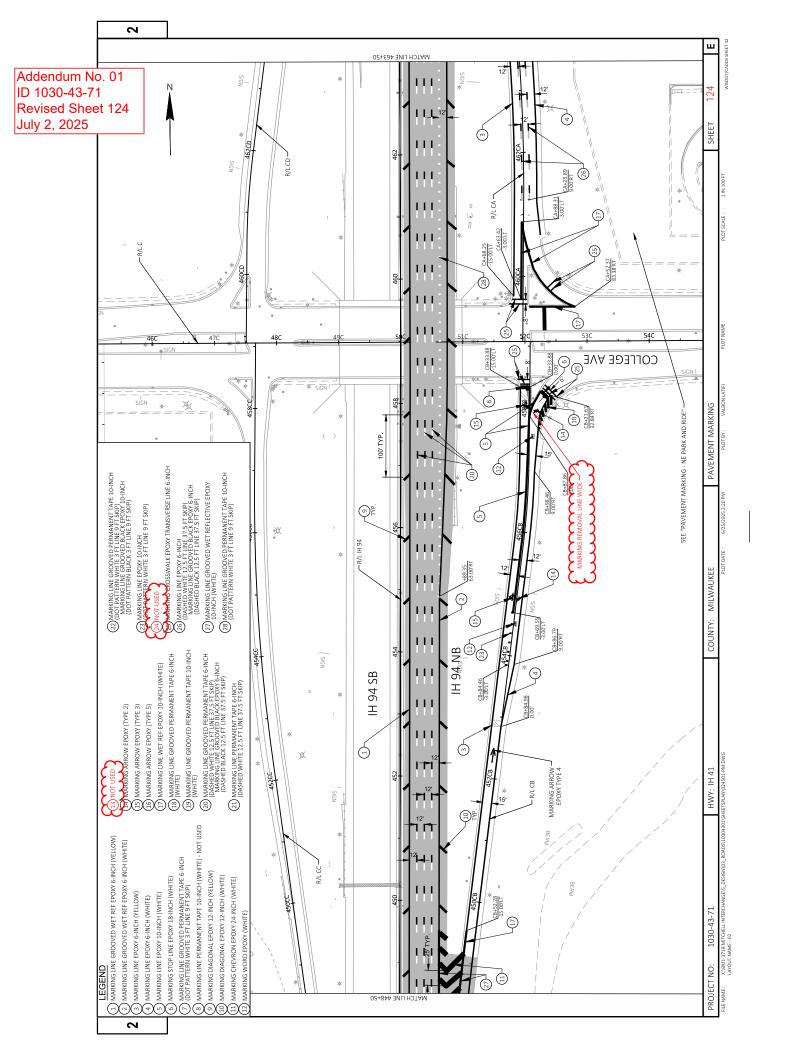
Attached, dated July 2, 2025, are the revised Schedule of Items Pages 1 – 15.

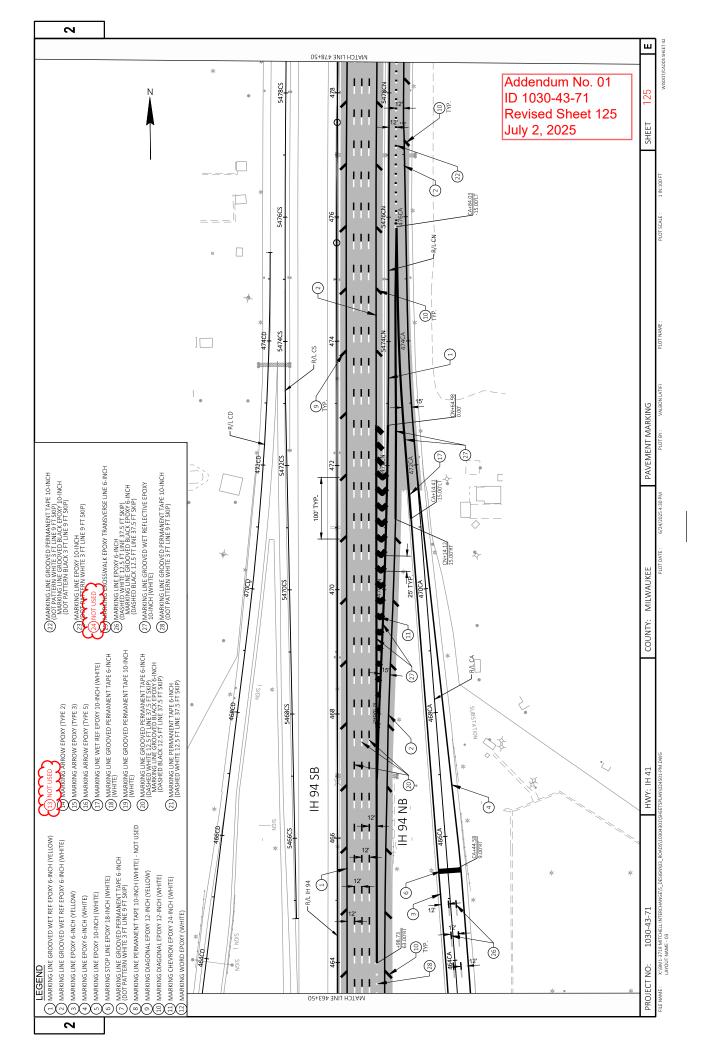
### **Plan Sheets**

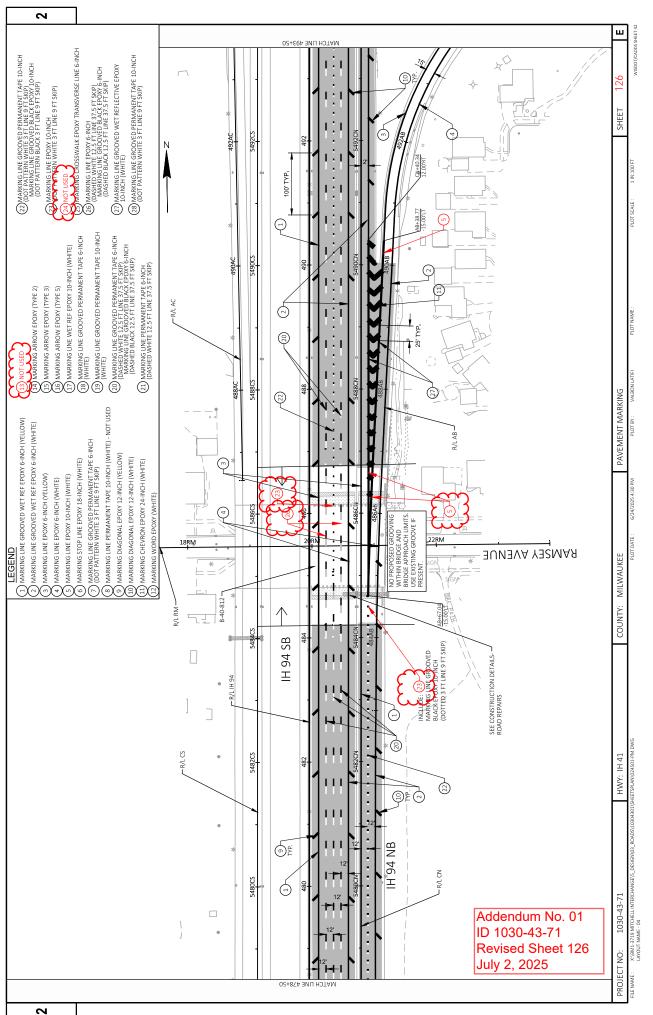
The following  $8\frac{1}{2}$  x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 123-143, 326-327 (1030-43-71); 148-169, 354-357 (1030-43-72)

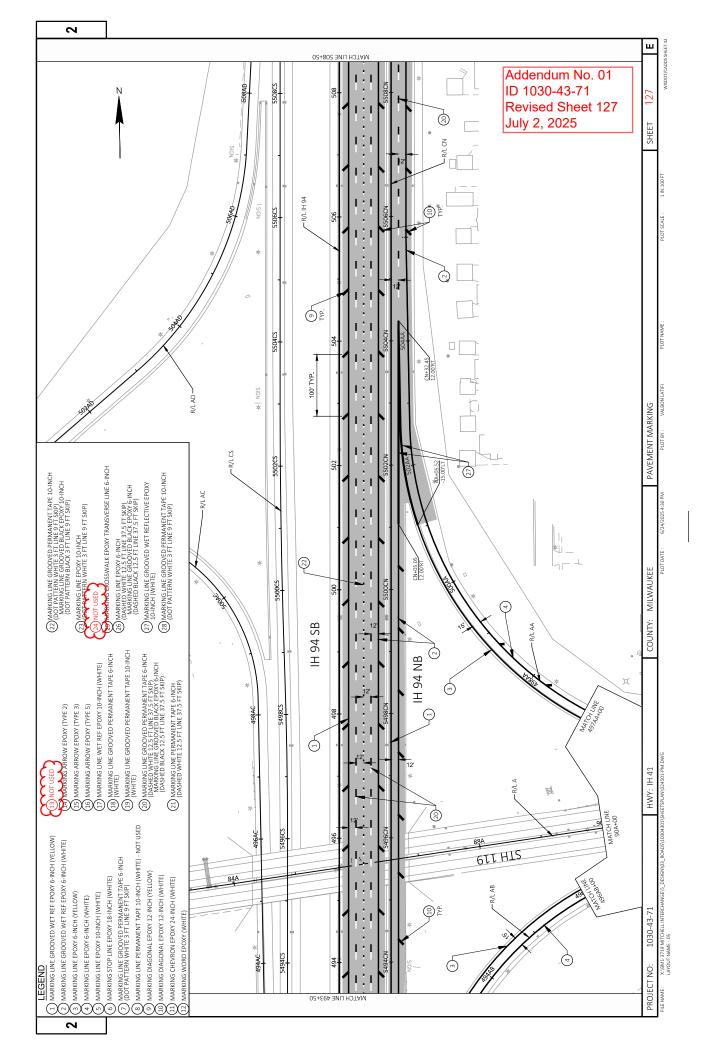
**END OF ADDENDUM** 

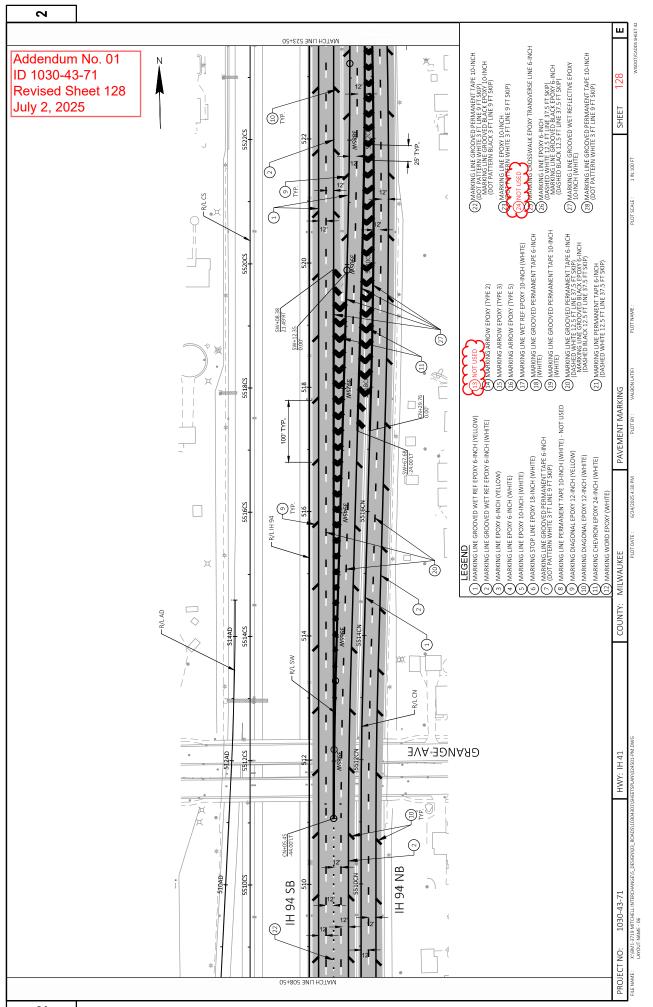


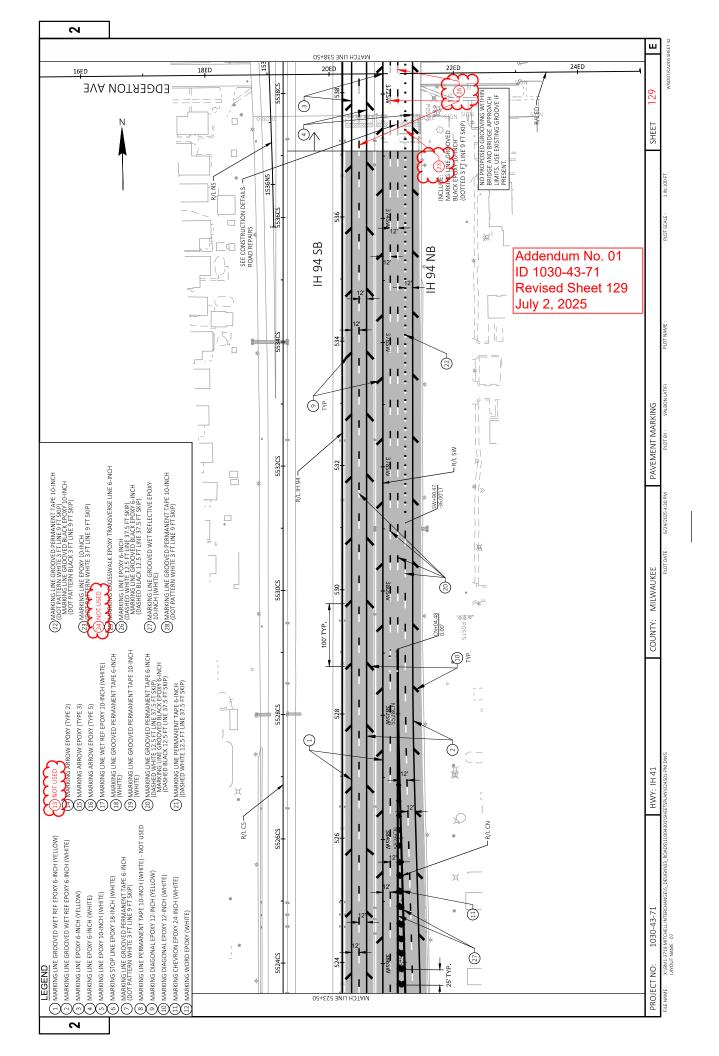


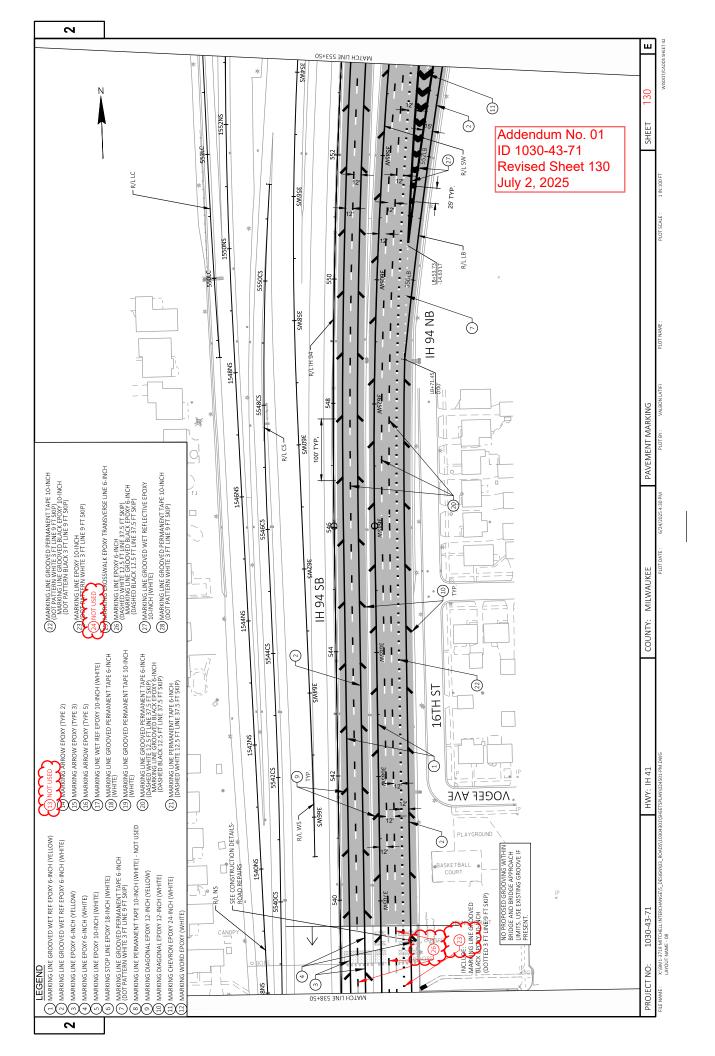


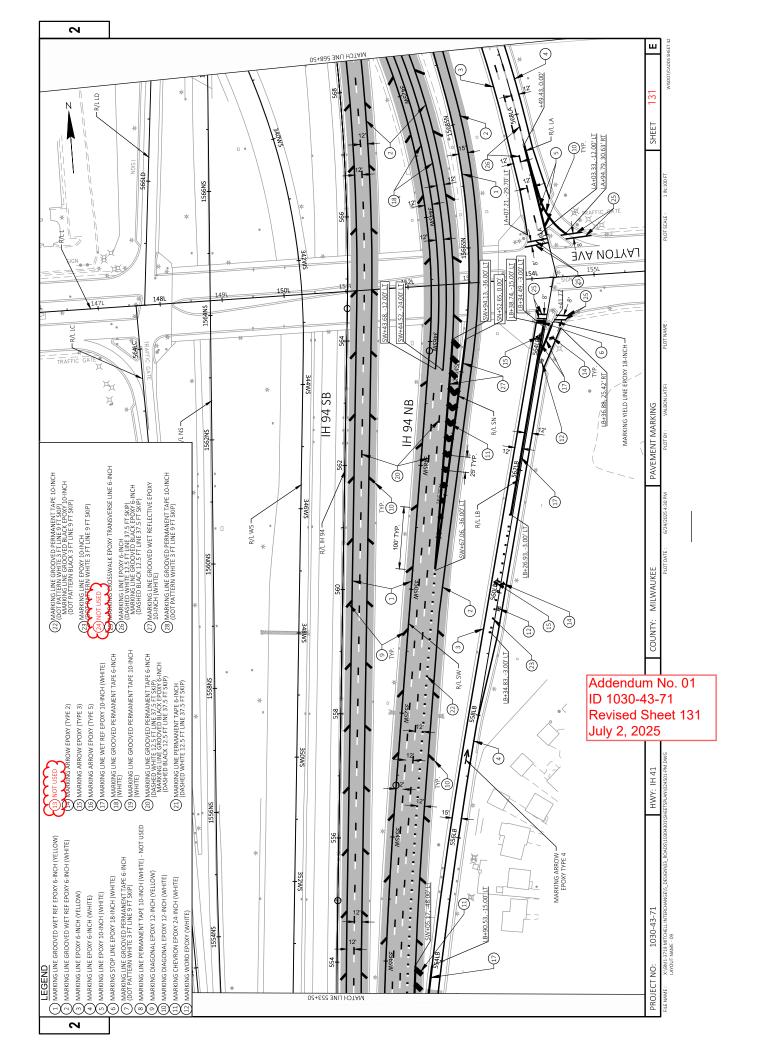


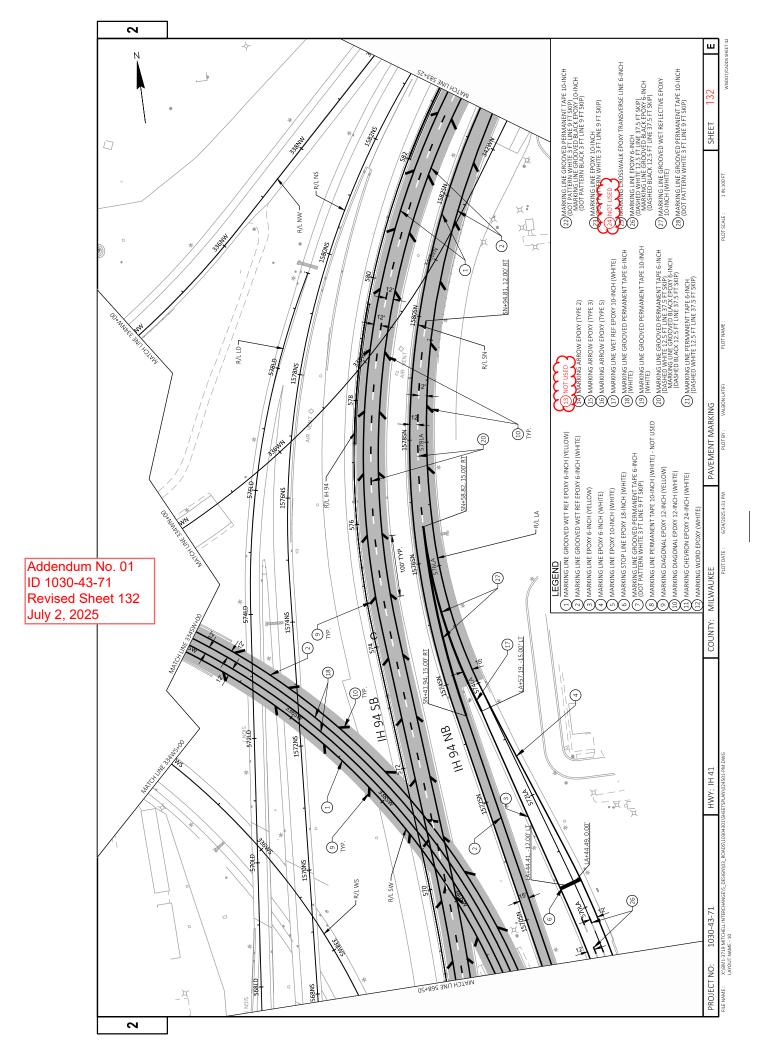


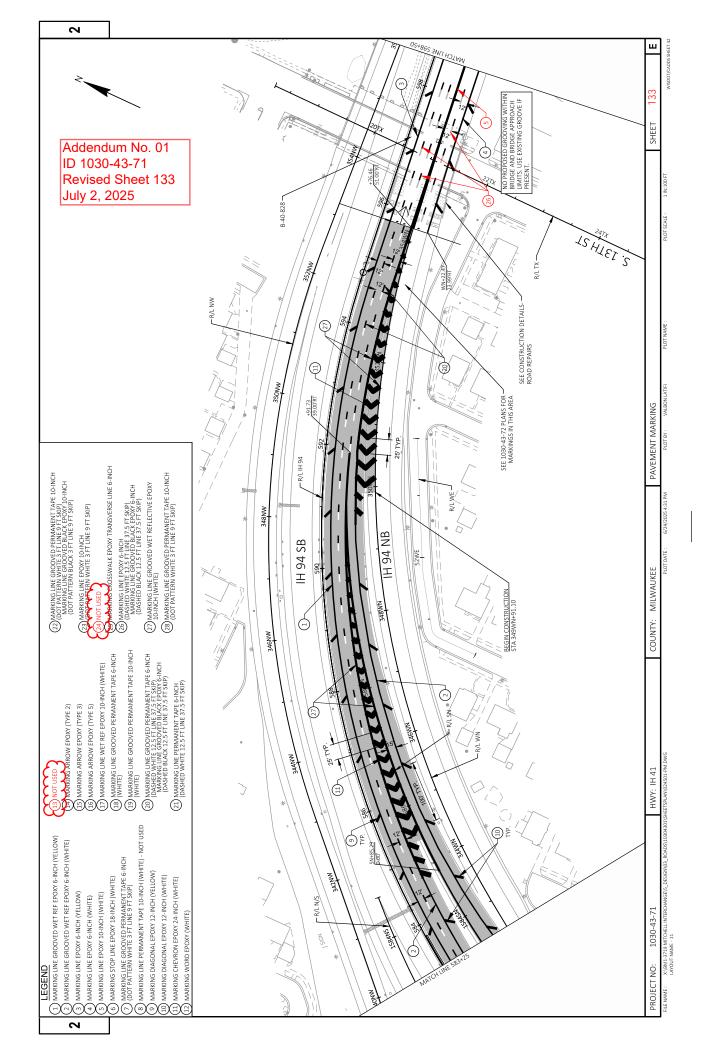


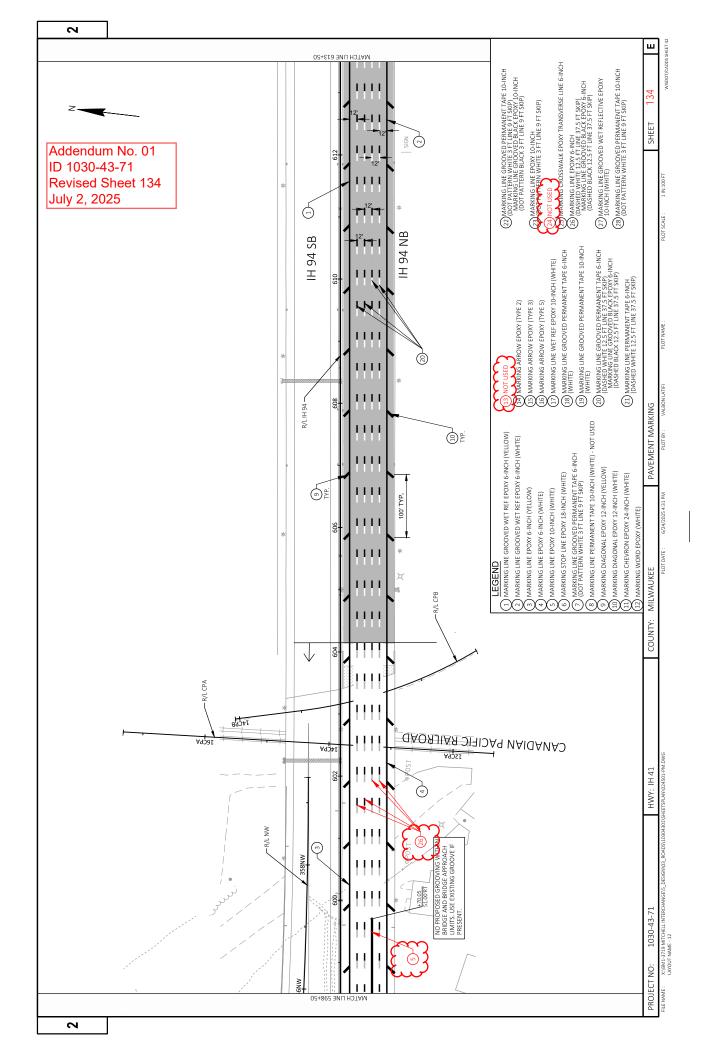


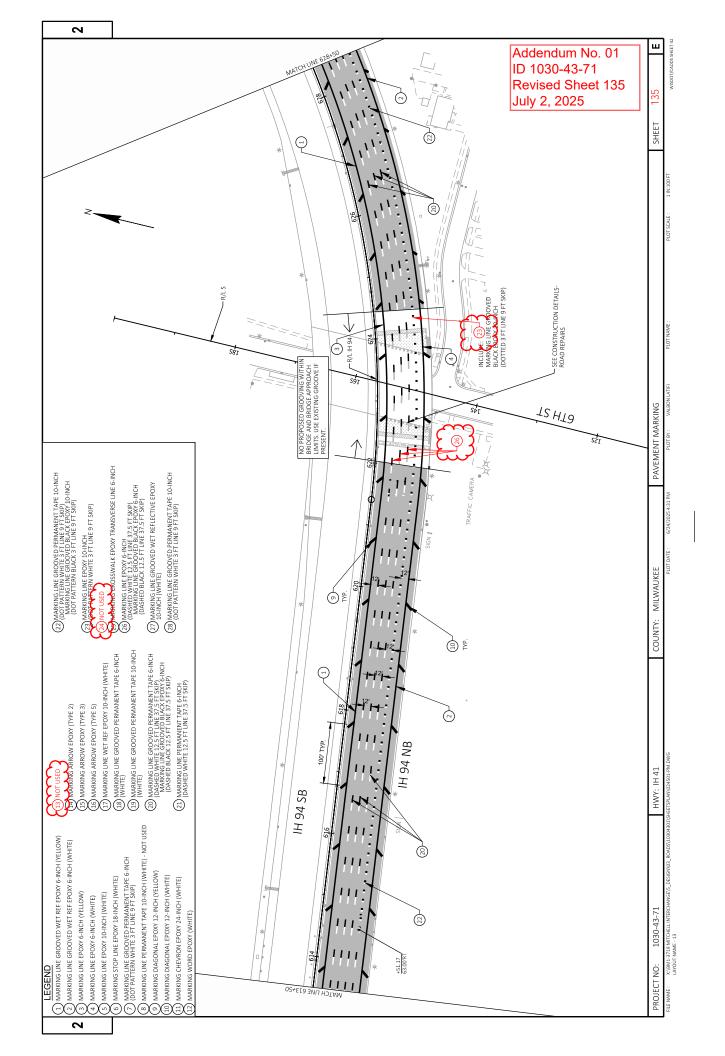


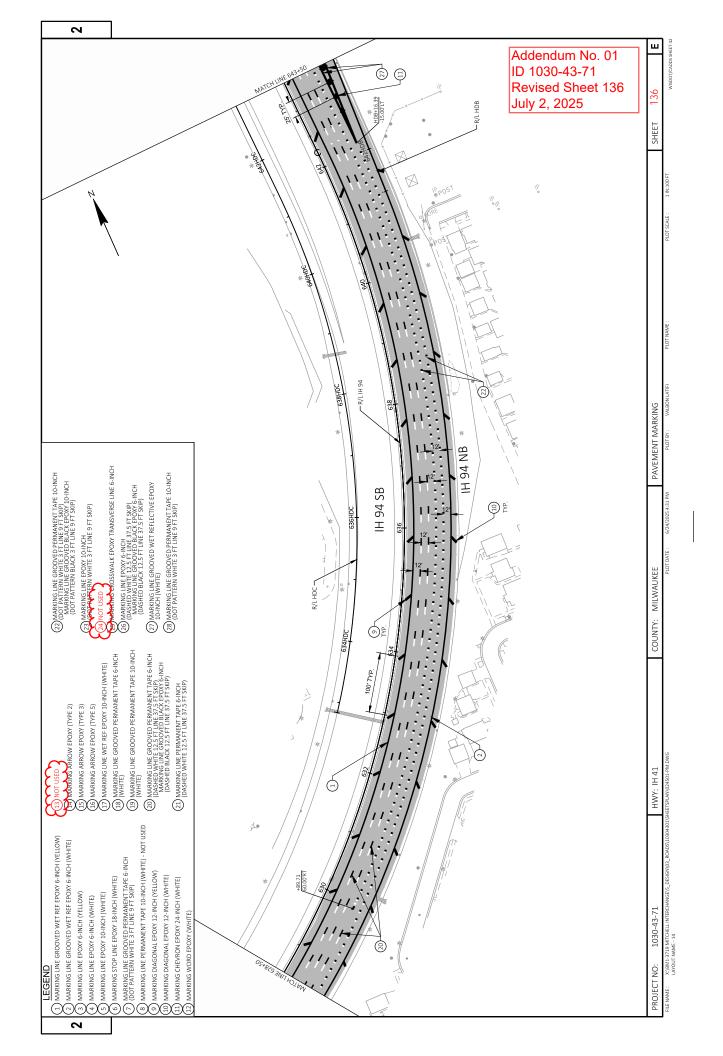


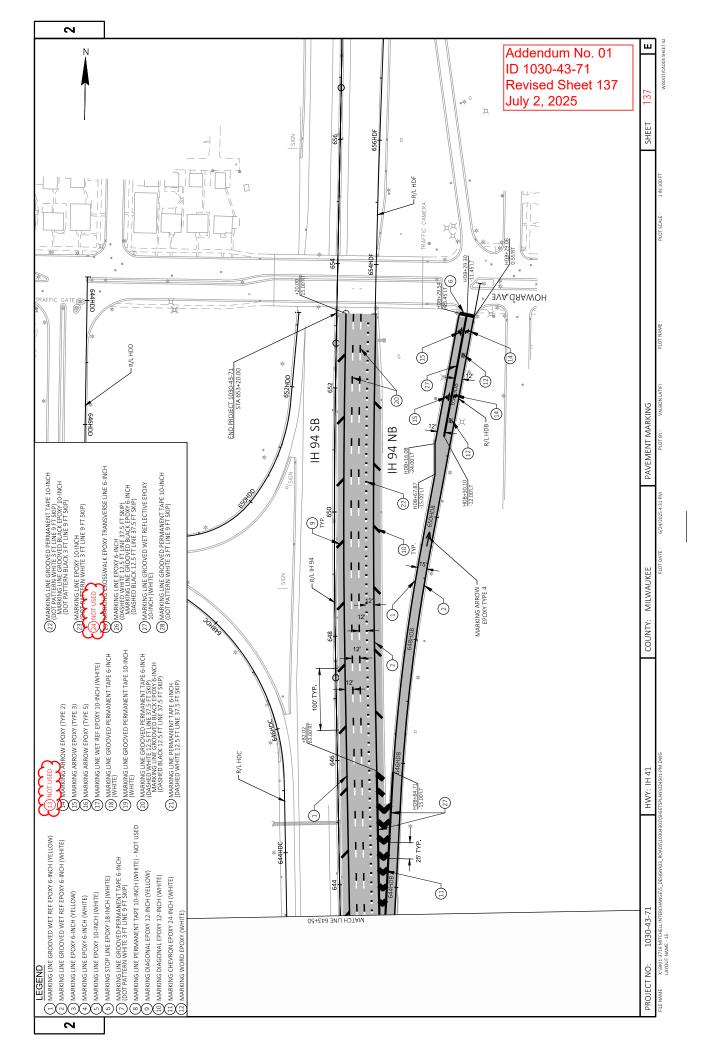


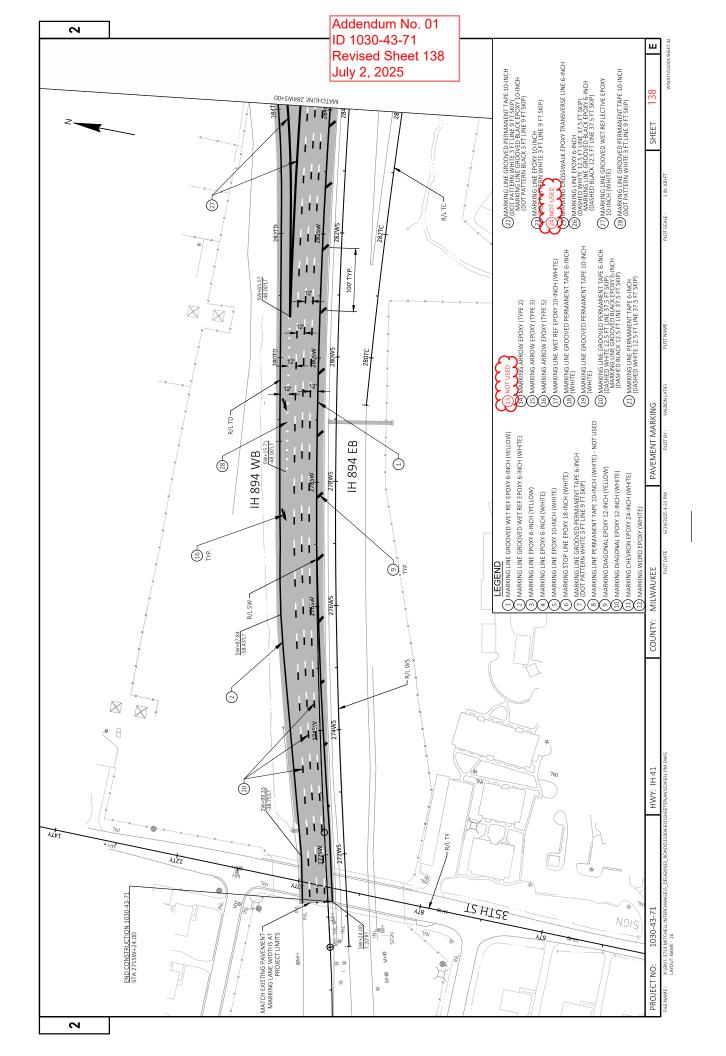


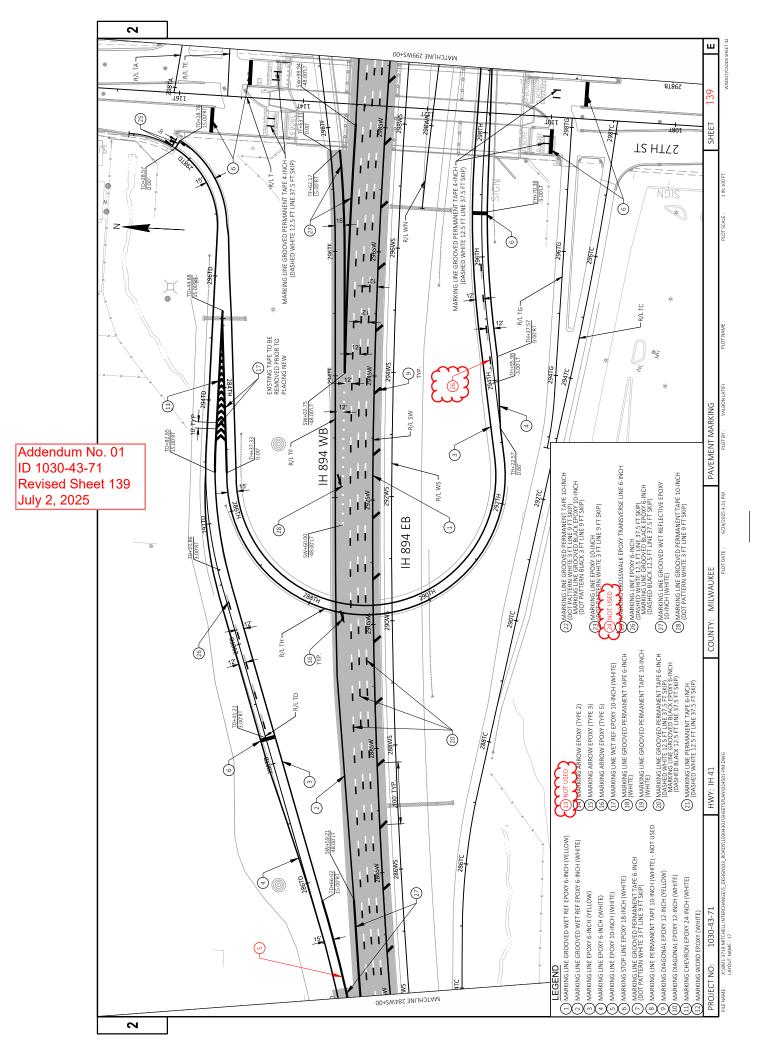


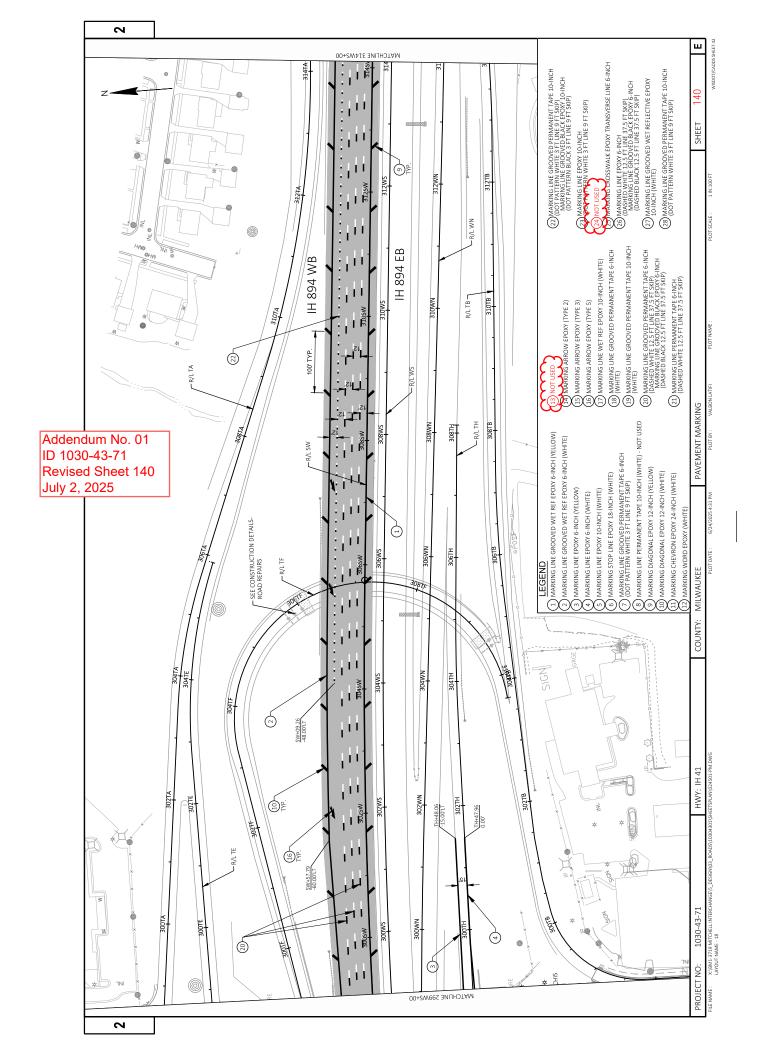


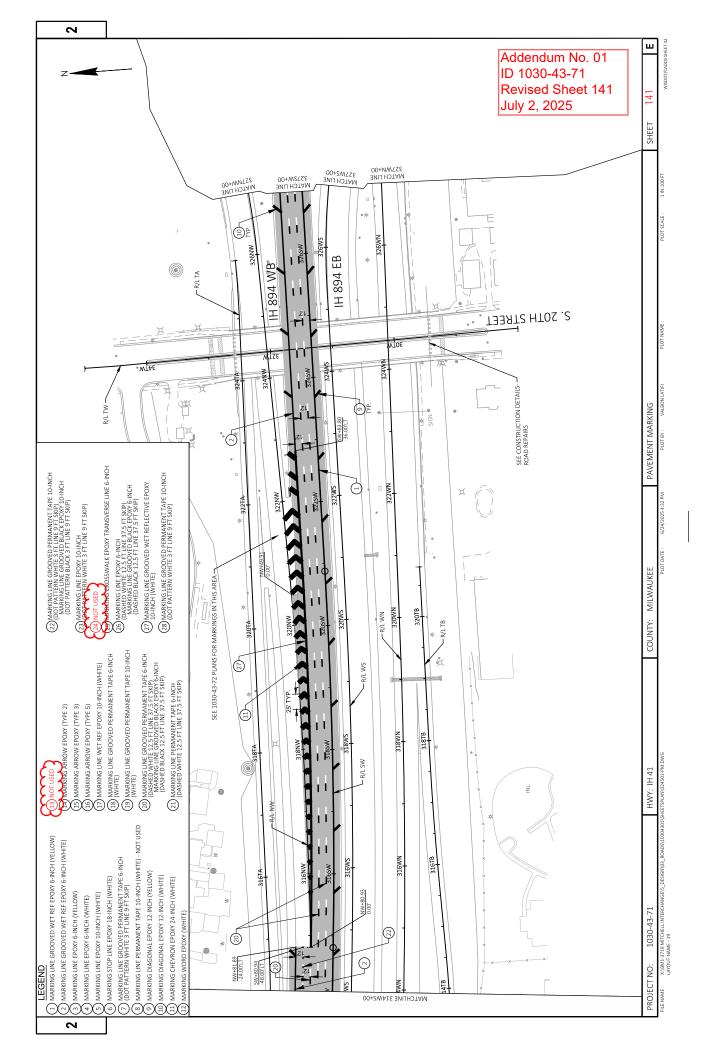


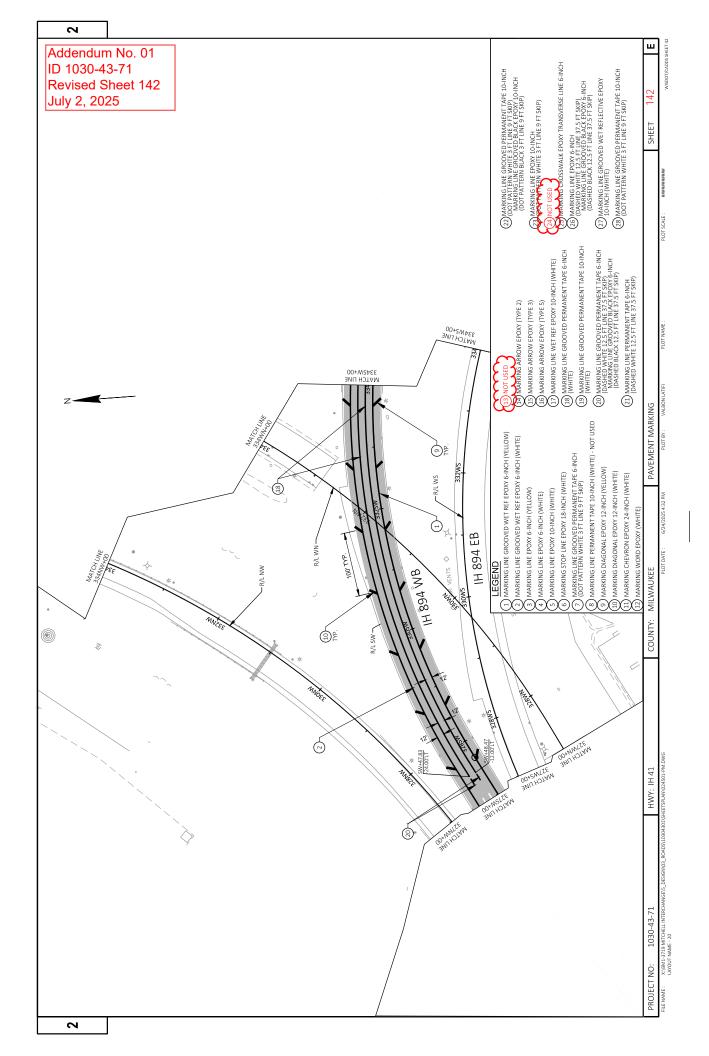


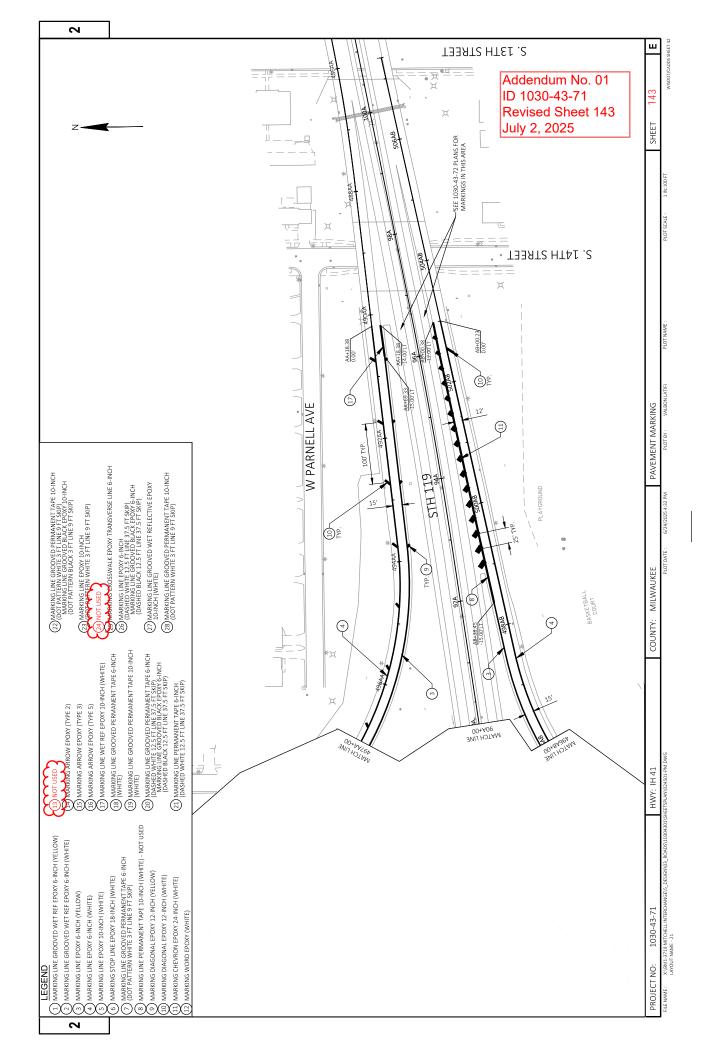






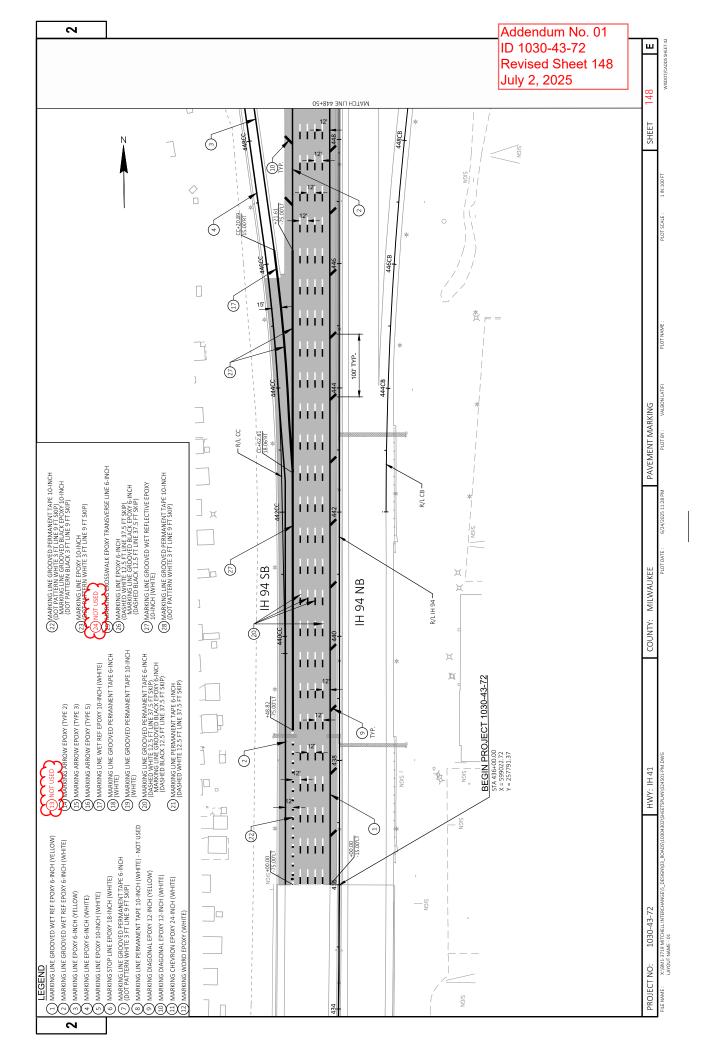


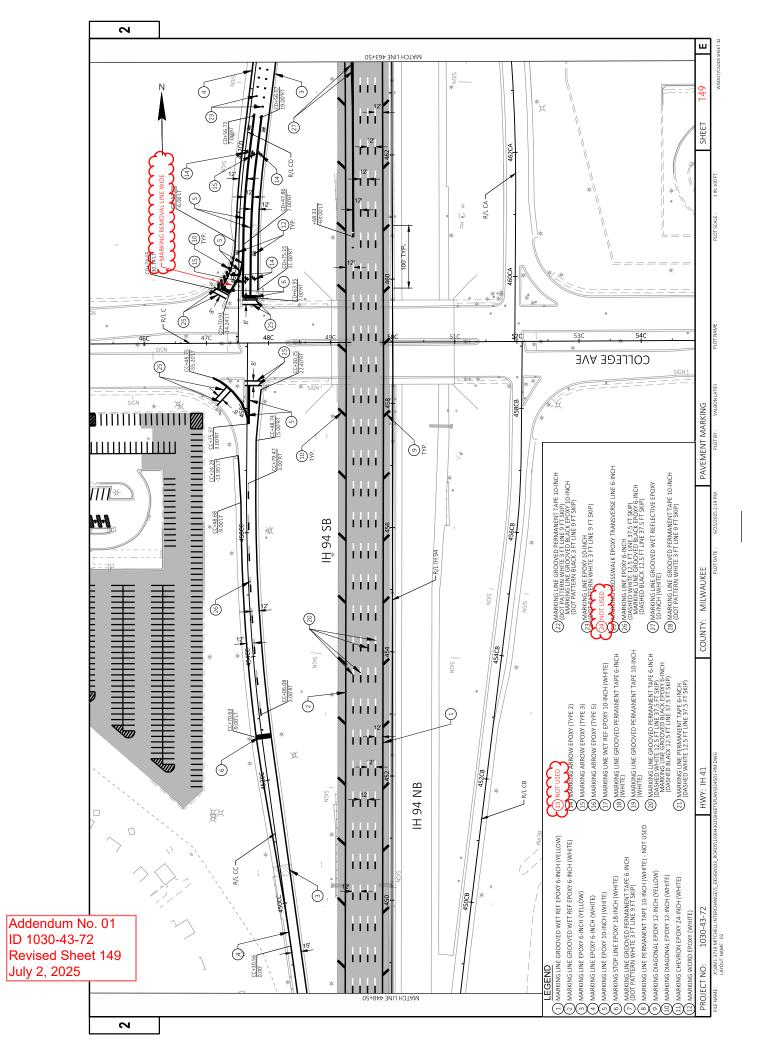


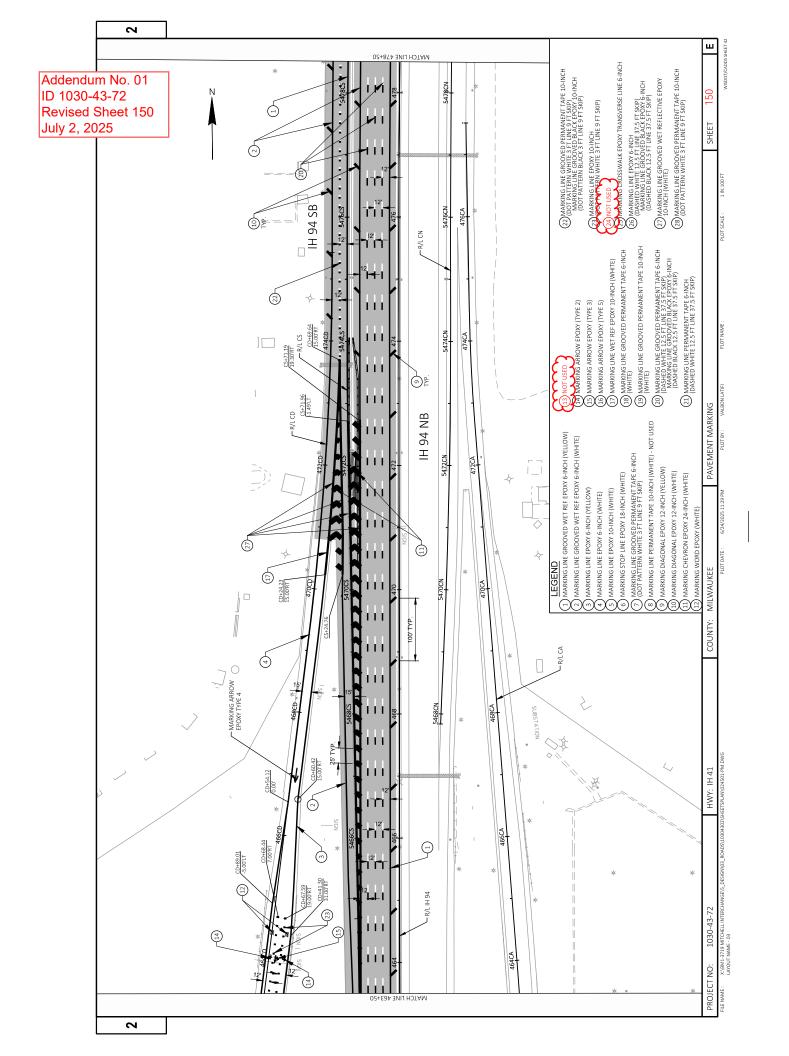


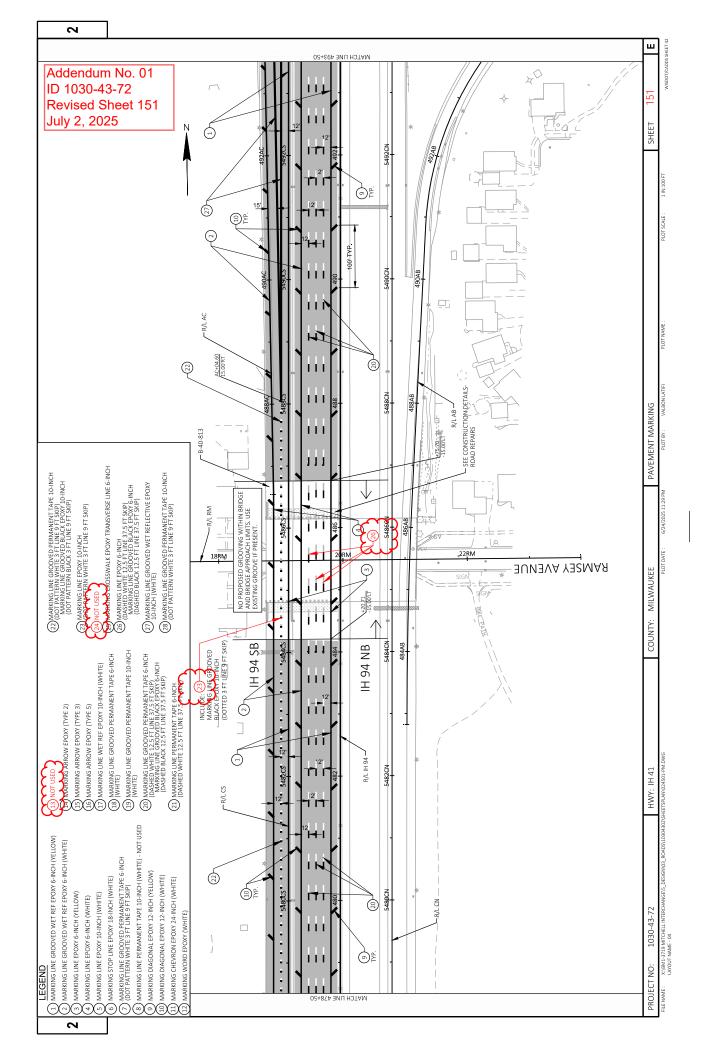
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	646.4020	MARKING LINE EPOXY 10-INCH	TOO		WHITE 9FTSKIP LF LF	,	- 44	394	- 63	1	707 12	1	412 22			315	- 49		1	1	1	1			. 65	144 -	/77'7	0	2,227
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	5 646.4040 G MARKING LINE	D GROOVED WET  XY REFEPOXY  10-INCH			WHITE	1578	885	1,370	373	317	329	425	531	952	1,503	266	294	269	1,076	361	361		1	200	2,810	1 1	15,706	0	15,706
	646.4050 MARKING LINE	а.	TOO		WHITE 9FTSKIP LF LF	090 1		190	- 1,031	1	- 35	- 41	33	- 531		1	1	1	1	- 62	245				- 667		4,773	0	4,773
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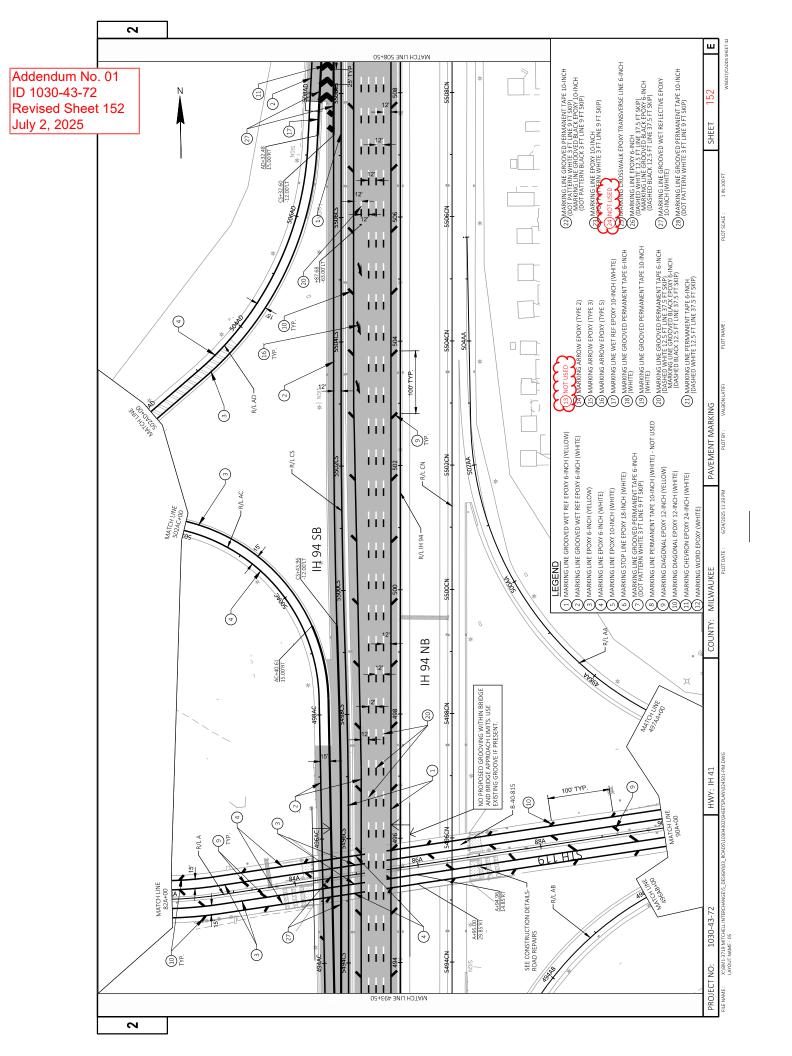
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	SPV.0090.05 MARKING LINE WET REF	EPOXY 10-INCH	WHITE	m		-		51		416	42	~~	210	48	412	-	-	407		249	-	~		٠	1,835	0	1,835 Junu	
	646.9200 MARKING REMOVAL	WIDE	<u>.</u>	·	1 1	1	1 1	;			170		1 1	1	1	1		1	1	1	1				170	0	170	
•	646.9165 MARKING REMOVAL LINE GROOVED CONTRAST	PERMANENT TAPE 10-INCH	WHITE	<b></b>		,		,		,		•		,	,	,	'	262	,	249	,	•		,	511	1 0	511	
		TRANSVERSE LINE 6-INCH	WHITE LF		1 1	1	1 1	1	ı	101	92			149	76	ı	ı	31	1	,	ı			1	449	138	587	
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	646.7120 MARKING	DIAGONAL EPOXY 12-INCH	TE YELLOW				370	22	1	ı				1	ı	ı	1	ı	ı	ı	1		895	1	9,388	- 0	9,388	
		EPOXY DIAGO	WHITE LF LF		558 560		155 383 525 324	74 89						126 75	151	118 13	215 150	218	121	100	0		868 727	0 29 40	5,800	- 0	5,800	
	9 ~ (1)	6-INCH 10-I	1				1,944 1. 1,913 5	528 7					_	511 1	577 1	391 1	878 2	631 2	112 1	721 1		0 776.6		54 2	27,842 5,4	0	27,842 5,	ľ
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			STATION		484+20	595+76	622+02 653+20	504AA+17	499AR+49	475CA+73	458CB+46	OCHIOD D	5529CN+05	576LA+65	564LB+54	653HDB+29	1589SN+22	298TD+35	297TF+63	301TH+48	116T+00	00,13895.00	398SW+92	355WN+66	TOTAL 1000	7NEPR+44 TOTAL 1010	PROJECT TOTAL	
			STATION TO		436+00 -	537+01 -	595+76 - 622+02 -	490AA+71 -	4854B+01 -				5484CN+20 -	565LA+87 -	548LB+71 -	642HDB+17 -	1561SN+31 -	281TD+36 -	294TF+04 -	282TH+89	108T+00 -	A C. M. 2 P. C.	3275W+00 -	349WN+91 -		ONEPR+64 -		
			LOCATION	IH 94 NB				RAMP AA	RAMP AB	RAMP CA	RAMP CB	RAMP CN			RAMP LB	ml			RAMP TF	RAMP TH	RAMP I	IH894 WB		RAMP WN	ACIA CINA XAND BINE			
			CATEGORY	1000				1000	1000	1000	1000	1000	0	1000	1000	1000	1000	1000	1000	1000	1000	1000		1000	0101			

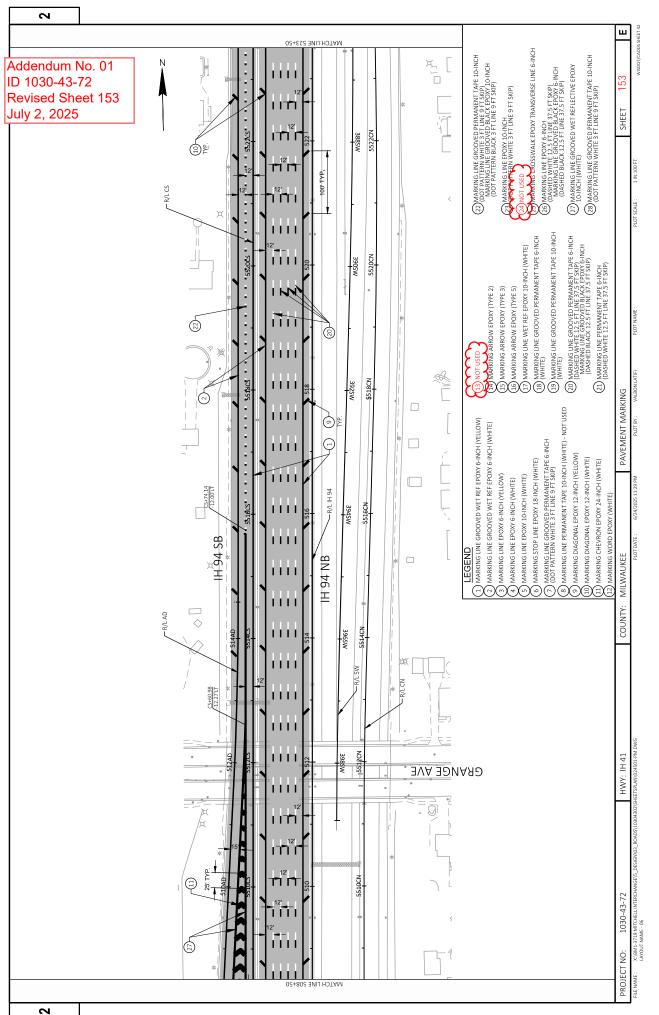


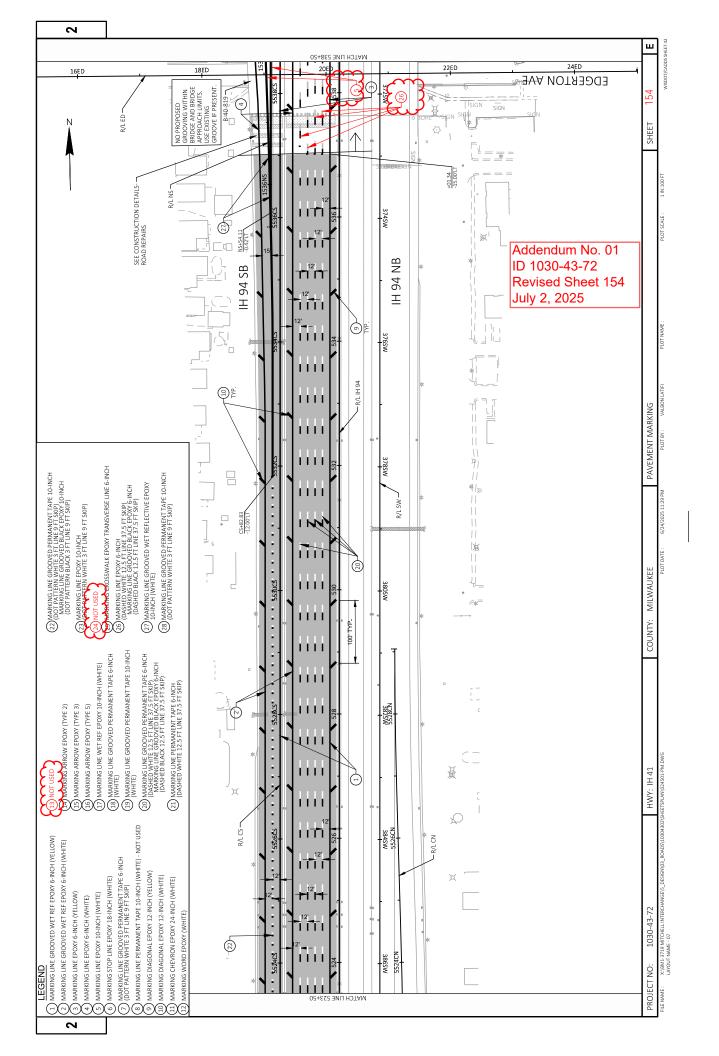


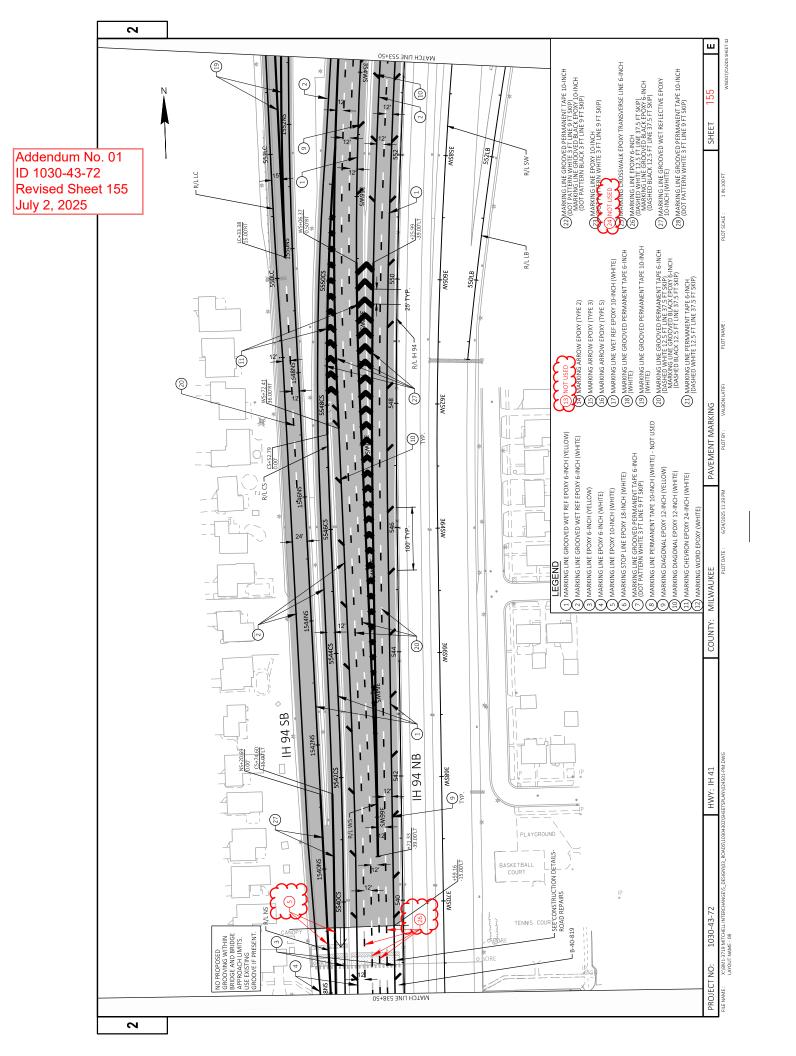


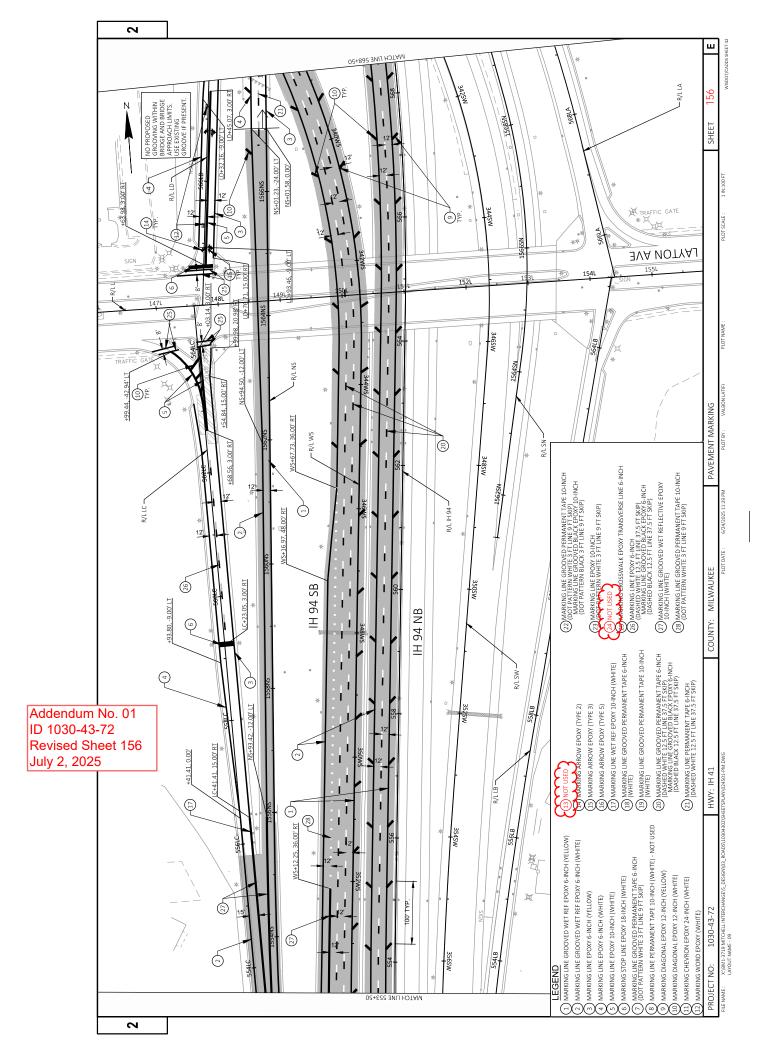


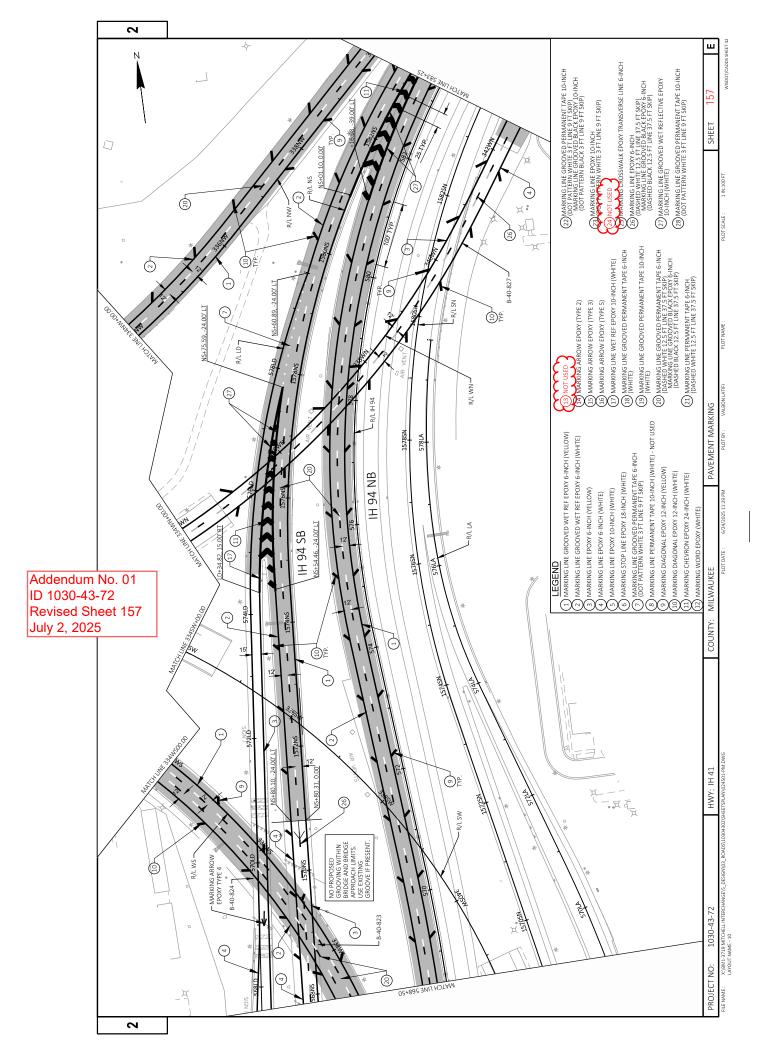


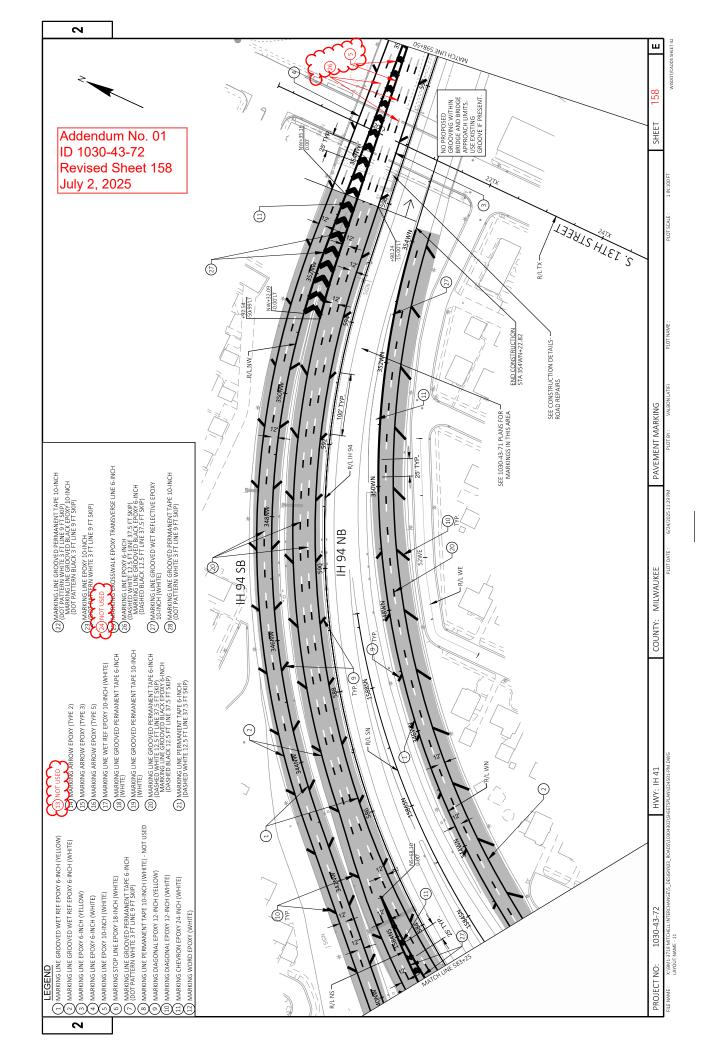


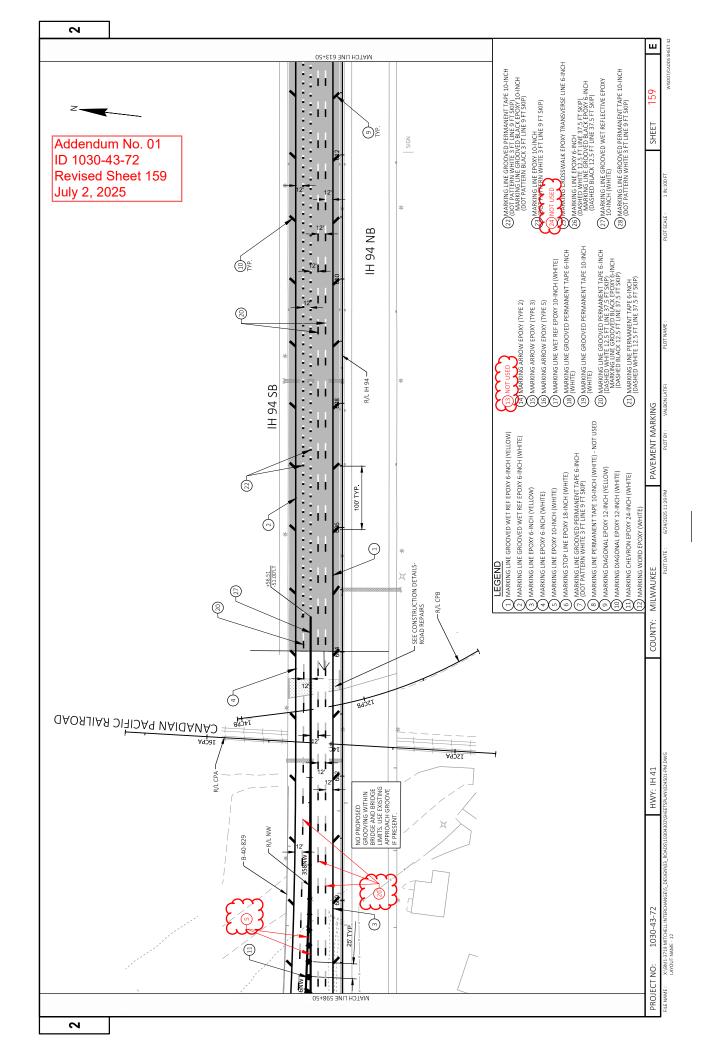


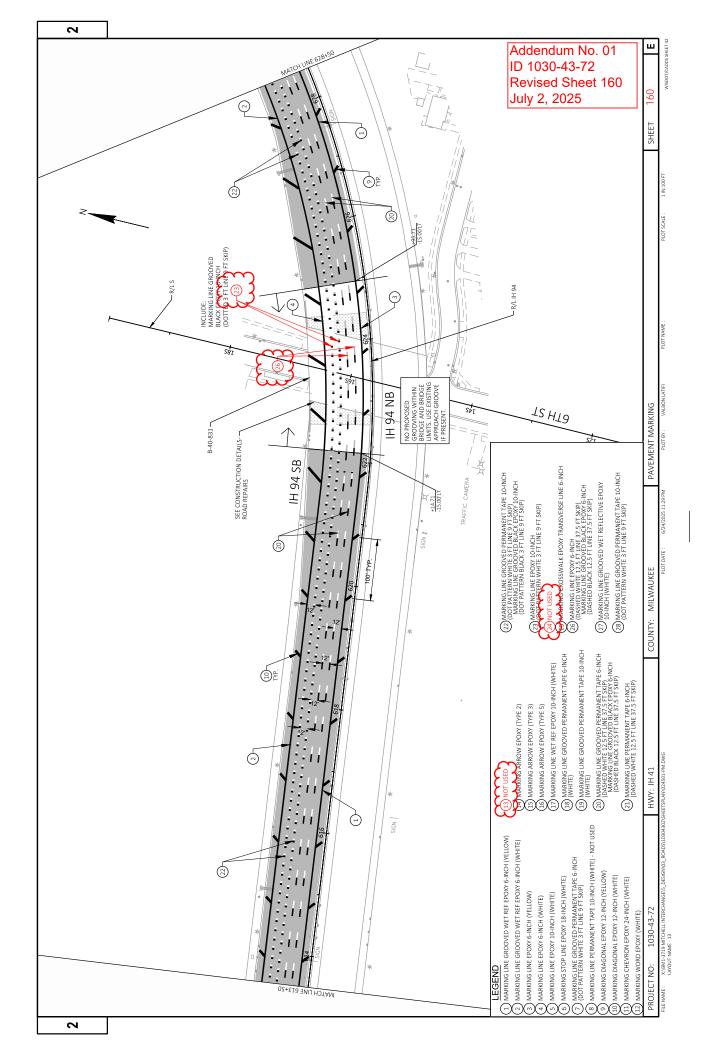


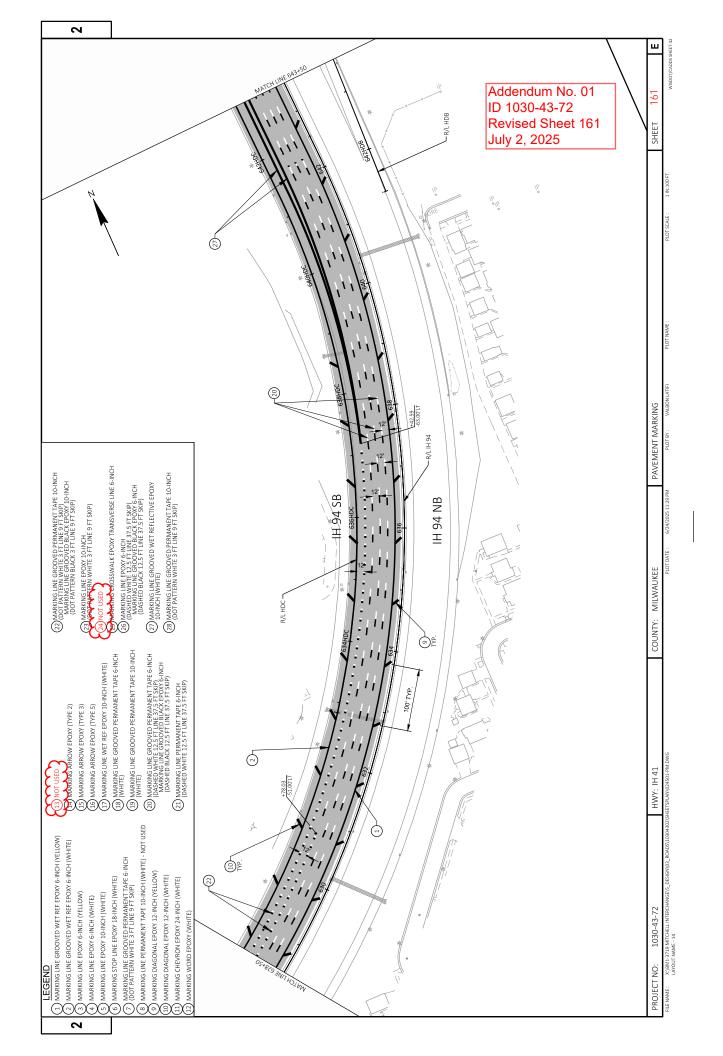


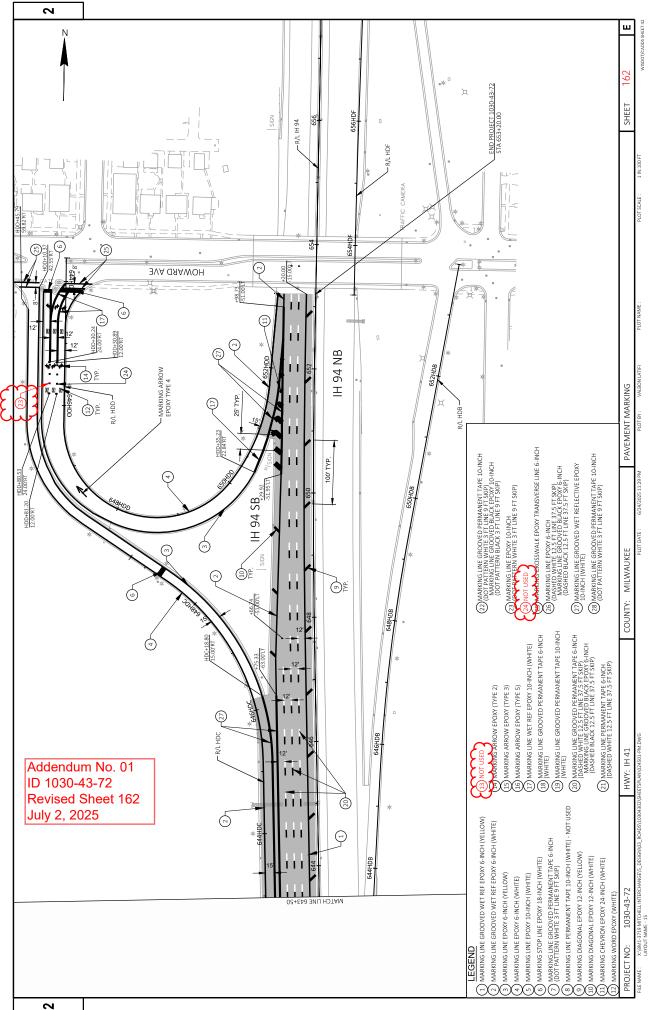


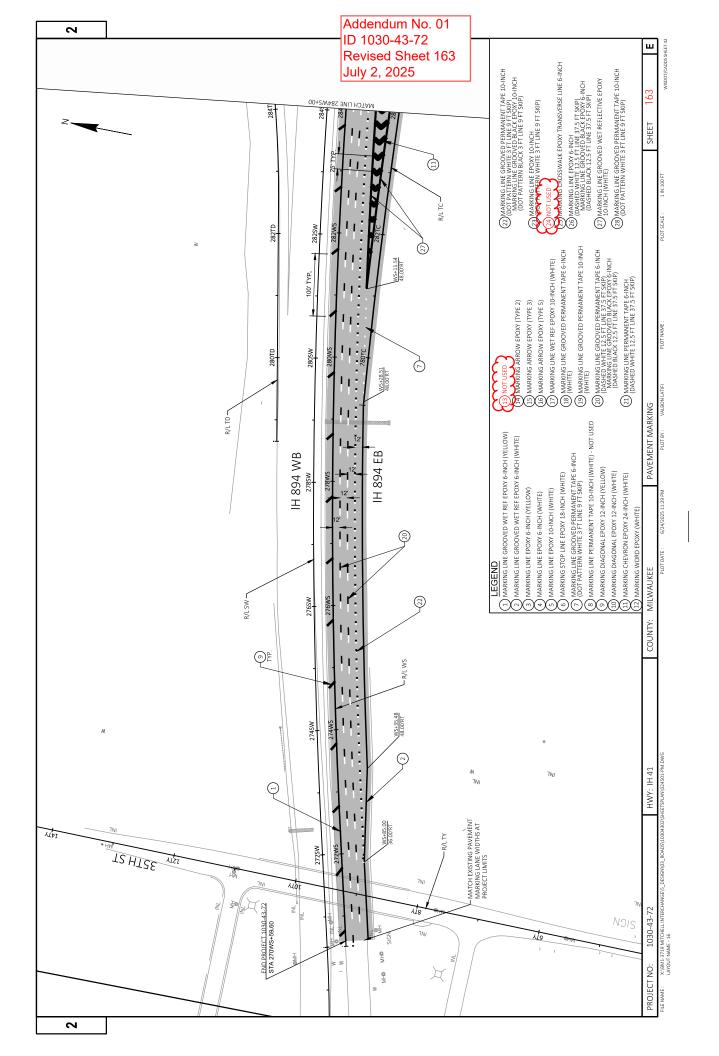


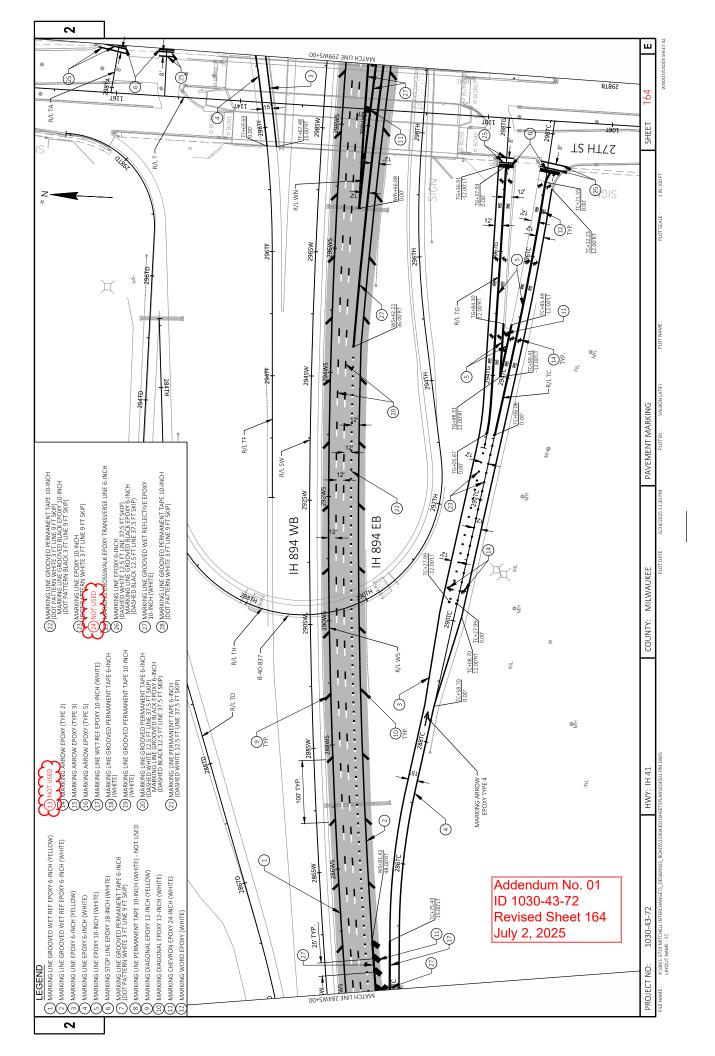


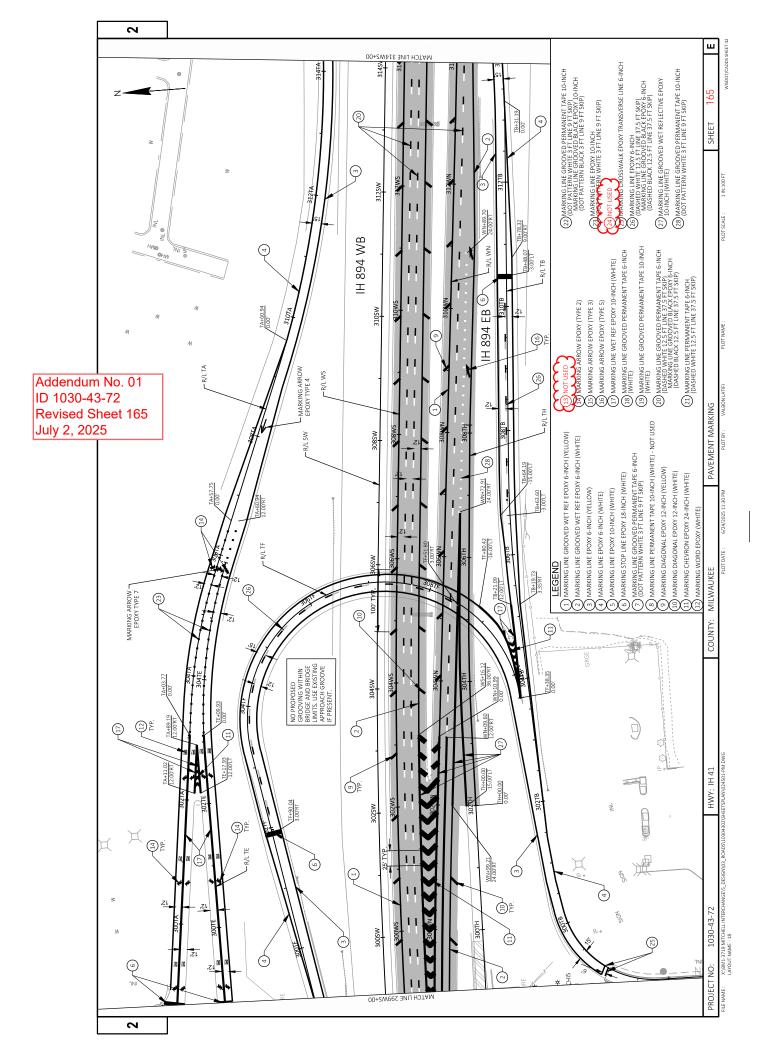


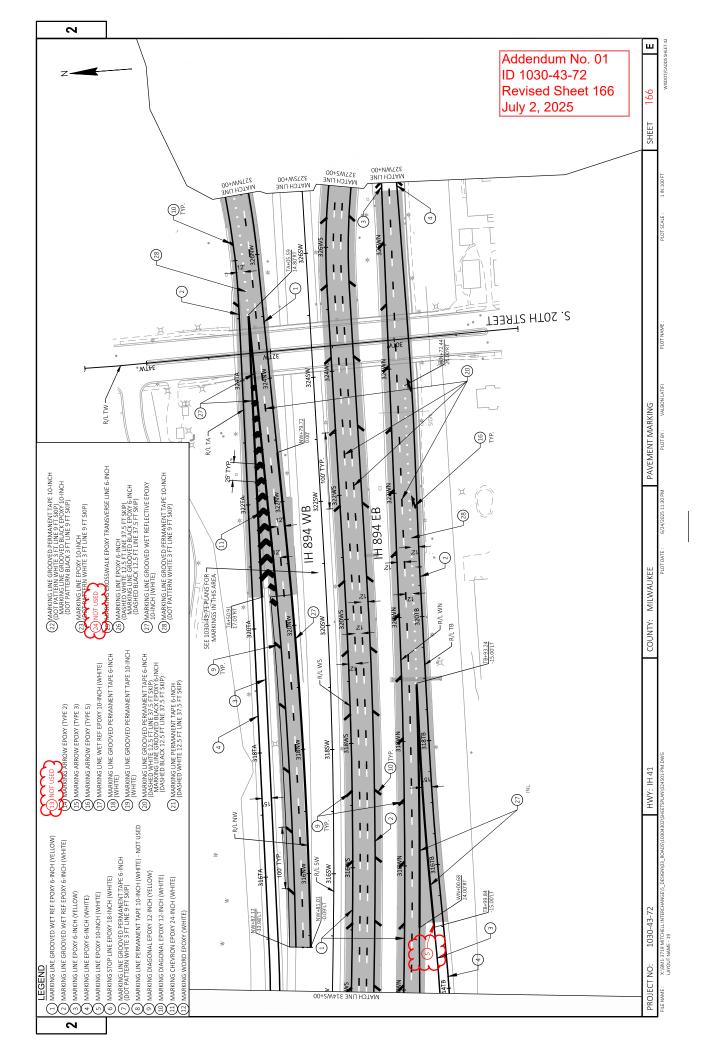


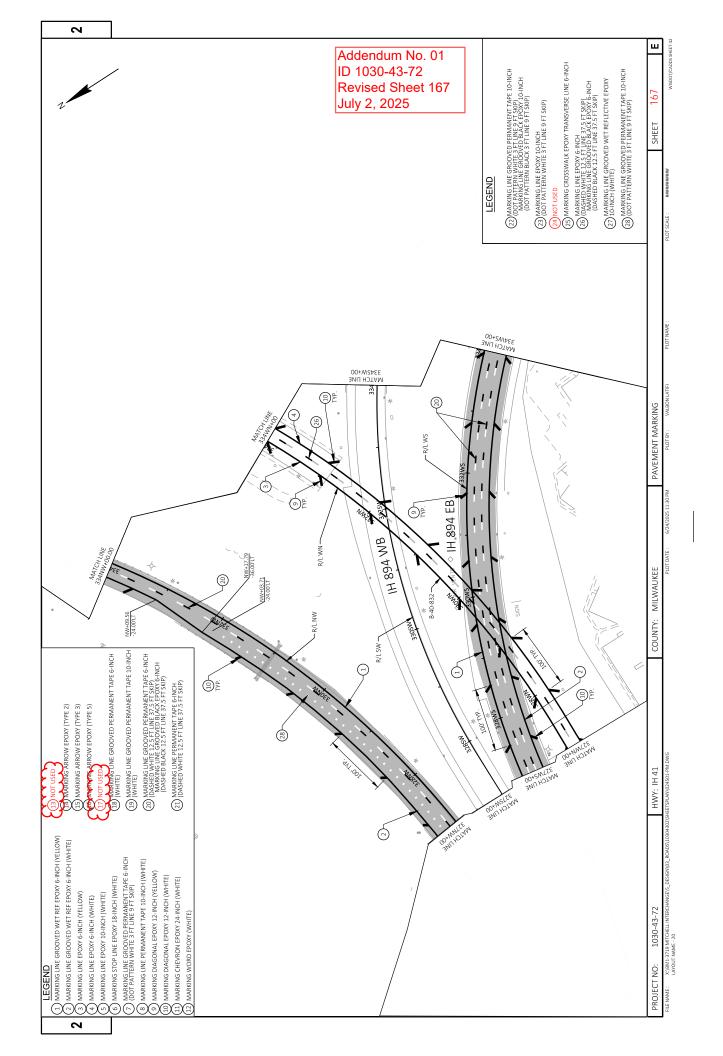


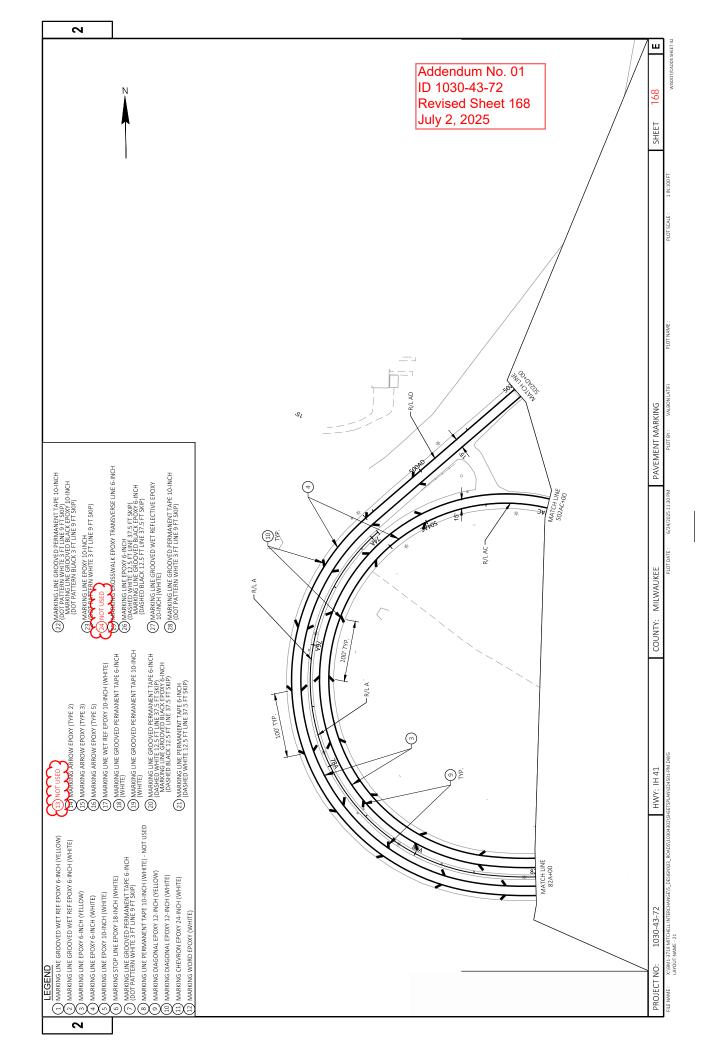


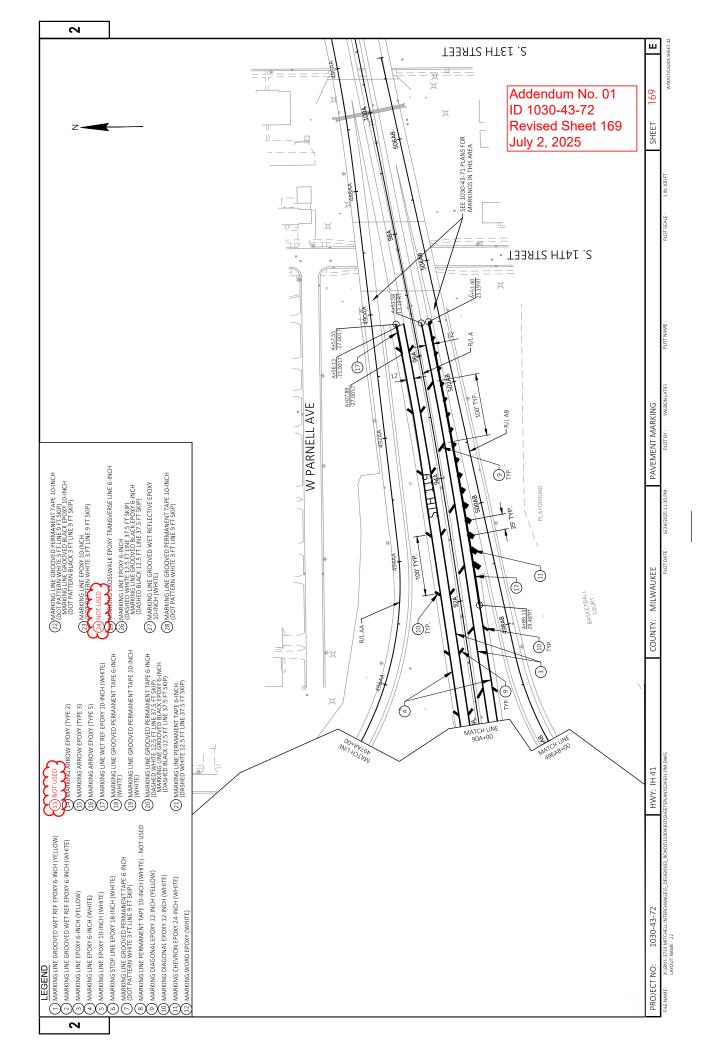












											PAVEMENT	PAVEMENT MARKING ITEMS	MS											
		Shee	m No		646.2020		646.2025 MARKING	646.2040	40	9	646.2050	-	646.3020	646.4020	) 646.4025 MARKING	.025 646.4040 KING		646.4050 MARKINGLINE		646.5020	0	646.5120	120 646.5220	220
		t 354		MARK	MARKING LINE EPOXY 6-INCH	ľ	LINE GROOVED BLACK EPOXY 64NCH	MARKING LINE GROOVED WET REF EPOXY 6-INCH	LINE X WET	MARKING	MARKING LINE GROOVED PERMANENT TAPE 6-INCH	ľ	MARKING LINE EPOXY 8-INCH	MARKING LINE EPOXY 10-INCH	. B.	LINE MARKING LINE ROOVED GROOVED WET ACK EPOXY REF EPOXY 10-INCH 10-INCH		GROOVED PERMANENT TAPE 10-INCH	MAI	MARKING ARROW EPOXY	W EPOXY	MARKING WORD EPOXY	ING MARKING SYMBOL XY EPOXY	, Sol
CATEGORY	LOCATION	STATION	OT STATION	HMW YELLOW		DASHED WHITE E 12.5 FT LINE 37.5 FT SKIP LF	DASHED BLACK 12.5 FTLINE 37.5 FT SKIP LF	WHITE YELLOW		DA W LIN WHITE FT	DASHED WHITE 12.5 FT PAT LINE 37.5 FT FTSKIP 9 F	DOT PATTERN 3 FILINE 9 FT SKIP LF	WHITE LF	DOT PATTERN 3 FT LINE WHITE 9 FT SKIP LF LF	DT DOT ERN PATTERN3 LINE FTLINE9FT SKIP SKIP F	on RN 3 E9 FT WHITE P LF	TE WHITE	DOT PATTERN 3 FT LINE ITE 9 FT SKIP	TYPE TYPE  1 2  EACH EACH	TYPE T	TYPE 5 5 EACH	TYPE 7 FACH EACH	H EACH	I
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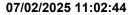
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2	646.7120	MARKING DIAGONAL EPOXY	HINN	WHITE TELLOW		435	672 598	292	334	480	81	30		ı	68	102	1	102		l ¦	0		13	474	11		ı	ı	ı	ı	
	646.6470	WEATHER MARKING EPOXY		Ä		458	305	348	320	93	229	108	5	140	201	335	175	182	5	110	0/1	123	240	447	230		110	222	104	33	
	646.6466 COLD	WEATHER MARKING EPOXY		LF		3,348	4,014	1,653	1,816	1,721	475	488	C	950	547	516	407	009	0.40	040	/64	516	1,036	1,795	830		//1	546	152	541	
	646.6120	MARKING STOP LINE EPOXY		T.		1	1 1	ı	1	1	1	1	~	47	39	1 1	1	15	C	06 \$6	47	40	1 1	1	34		24	33	24	24	
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				LOCATION	IH 94 SB				RAMP A	RAMP AC		RAMP AD	RAMP CC	RAMP CD	RAMP CS			RAMP HDC	RAMP HDD	RAMPLC	RAMPLD	RAMP NS		RAMP NW	RAMP TA	RAMP TB	RAMP TC	RAMP TE	RAMP TE		
				CATEGORY	1000				1000	1000		1000	1000	1000	1000			1000	1000	1000	1000	1000		1000	1000	1000	1000	1000	1000		

Addendum No. ID 1030-43-72 Revised Sheet July 2, 2025	+ 257
July 2, 2025	357
MARKING UNE PERMANENT TAPE G-INCH  DASHED WHITE 12.5 FT URE 37.5 F	SHEET:
SPV.0090.05  MARKING LINEWETREF BDOXY 10-INCH  LF  0 0 2,710	
BPV.0090.07 LINEAR BELINEATION SYSTEM	PLOT SCALE: 1:1
646.9200  MARKING  REMOVAL  LINE  WIDE	
646.8320 646.8320 STALL FPOXY LF LF	PLOT NAME:
	UTITIES COMPANIES
MARKING GA6.8220 MARKING ISLAND CURB NOSE EPOXY EPOXY  LF EACH	MISCELLANEOUS QUANTITIES PLOTEY: BLOOM COMPANIES
CONTINUED)  20 6468 40 ALK MARB 4 F. LINE C.U 2 4 7 8 7 8 7 8 7 8 8 7 8 8 7 8 8 8 8 8 8	MISCELLAN
646.7220 646.7420 646 646.7220 MARKING ITEMS (CONTINUED) 646.7220 MARKING MARKING CHOSSWALK CHEVRON POXY EPOXY TRANSVERSELINE C 24-INCH 6-INCH EF  - 49  - 49  - 180  - 180  0 180  4,118 918  4,118 1,098	PLOT DATE: 6/25/2025 1443:23
646,7120 MARKING DIAGONAL EP OXY 12-INCH	COUNTY: MILWAUKEE
646.6470 COLD WEATHER MARKING EPOXY 10-INCH 10-INCH 389 7,133 7,133	COUNTY:
646.6466 COLD WEATHER MARKING EPOXY 6-INCH 100 123 2,288 3,110 0 0	
646.6120 MARKING STOP LINE EPOXY 18-INCH	
TO STATION - 297TG452 - 306TH465 - 336WN+91 - 336WS404 - 375WPR+19 - TOTAL 1020 - PROJECTTOTAL	HWY: IH 41
STATION 1 293TG406 302TH400 296WN+66 270WS+60 327WS+00 05WPR+66	HW HW
LOCATION RAMP TH RAMP WS RAMP WS SW PARK AND RIDE	PROJECT NO: 1030-43-72 HVWY: IH 41 FILE NAME: XXBM15779 MRIchall Interchance\( \) Design\( \) Reports\( \) Reports\( \) Reports\( \) Reports\( \) Representation (1030001-m) conx
CATEGORY 1000 1000 1000 1000	PROJECT NO: 1030-43-72
	PROJECT NO:







Page 1 of 15

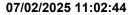
**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	2.000 EACH		·
0004	201.0120 Clearing	24.000 ID		
0006	201.0205 Grubbing	5.000 STA	·	<del>-</del>
8000	201.0220 Grubbing	24.000 ID	·	<del></del>
0010	203.0220 Removing Structure (structure) 01. R-40- 398	1.000 EACH		
0012	204.0100 Removing Concrete Pavement	50.000 SY	<u> </u>	·
0014	204.0115 Removing Asphaltic Surface Butt Joints	13,709.000 SY	<u> </u>	·
0016	204.0120 Removing Asphaltic Surface Milling	598,800.000 SY	·	<del></del>
0018	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	85,300.000 LF		
0020	204.0150 Removing Curb & Gutter	552.000 LF	<u> </u>	
0022	204.0155 Removing Concrete Sidewalk	392.000 SY	·	<del></del> -
0024	204.0157 Removing Concrete Barrier	804.000 LF	·	·
0026	204.9165.S Removing (item description) 01. Removing Porcelain Ceramic Tile Facing	9,505.000 SF	·	
0028	205.0100 Excavation Common	1,799.000 CY	·	·
0030	209.0200.S Backfill Controlled Low Strength	2.000 CY		·







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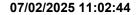
**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	210.1500 Backfill Structure Type A	4.000 TON	<u> </u>	
0034	213.0100 Finishing Roadway (project) 01. 1030- 43-71	1.000 EACH	·	·
0036	213.0100 Finishing Roadway (project) 02. 1030- 43-72	1.000 EACH		·
0038	305.0110 Base Aggregate Dense 3/4-Inch	370.000 TON	<u> </u>	·
0040	305.0120 Base Aggregate Dense 1 1/4-Inch	20.000 TON		
0042	305.0125 Base Aggregate Dense 1 1/4-Inch	2.000 CY	·	<u> </u>
0044	390.0100 Removing Pavement for Base Patching	5,880.000 CY	·	<u> </u>
0046	390.0405 Base Patching Concrete SHES	5,880.000 CY		
0048	416.0610 Drilled Tie Bars	3,817.000 EACH		
0050	416.0620 Drilled Dowel Bars	19,031.000 EACH		
0052	416.1715 Concrete Pavement Repair SHES	17.000 SY	·	<u> </u>
0054	416.1725 Concrete Pavement Replacement SHES	855.000 SY		
0056	455.0605 Tack Coat	83,432.000 GAL		
0058	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH	·	·
0060	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH		







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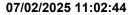
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	460.0115.S HMA Pavement Test Strip Volumetrics	2.000 EACH	·	
0064	460.0120.S HMA Pavement Test Strip Density	2.000 EACH	·	<u>-</u>
0066	460.2000 Incentive Density HMA Pavement	35,985.000 DOL	1.00000	35,985.00
0068	460.2005 Incentive Density PWL HMA Pavement	34,810.000 DOL	1.00000	34,810.00
0070	460.2007 Incentive Density HMA Pavement Longitudinal Joints	37,550.000 DOL	1.00000	37,550.00
0072	460.2010 Incentive Air Voids HMA Pavement	58,699.000 DOL	1.00000	58,699.00
0074	460.6224 HMA Pavement 4 MT 58-28 S	1,475.000 TON	<u> </u>	·
0076	460.7624 HMA Pavement 4 HT 58-28 V	65,385.000 TON		<u> </u>
0078	460.8624 HMA Pavement 4 SMA 58-28 V	65,588.000 TON	<u> </u>	<u> </u>
0080	460.9000.S Material Transfer Vehicle	1.000 EACH	<u> </u>	
0082	465.0110 Asphaltic Surface Patching	200.000 TON		
0084	495.1000.S Cold Patch	20.000 TON	<u> </u>	<u> </u>
0086	502.3210 Pigmented Surface Sealer	2.000 SY		
0088	502.3215 Protective Surface Treatment Reseal	1,058.000 SY		<u></u>
0090	502.4204 Adhesive Anchors No. 4 Bar	3.000 EACH		
0092	504.0500 Concrete Masonry Retaining Walls	1.000 CY		







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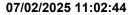
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Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	505.0600 Bar Steel Reinforcement HS Coated Structures	70.000 LB		
0096	509.1500 Concrete Surface Repair	169.000 SF		
0098	509.9020.S Epoxy Crack Sealing	35.000 LF	·	
0100	513.2001 Railing Pipe	11.000 LF		
0102	531.2036 Drilling Shaft 36-Inch	10.000 LF	<u> </u>	
0104	531.4050 Foundation Camera Pole 50-FT	1.000 EACH	·	
0106	601.0331 Concrete Curb & Gutter 31-Inch	552.000 LF	·	
0108	602.0410 Concrete Sidewalk 5-Inch	2,862.000 SF	·	
0110	602.0515 Curb Ramp Detectable Warning Field Natural Patina	134.000 SF	·	·
0112	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	41.000 SF	·	
0114	602.3010 Concrete Surface Drains	265.000 CY	·	
0116	603.1142 Concrete Barrier Type S42	306.000 LF		
0118	603.1156 Concrete Barrier Type S56	407.000 LF		
0120	603.8000 Concrete Barrier Temporary Precast Delivered	3,606.000 LF		<del>.</del>
0122	603.8125 Concrete Barrier Temporary Precast Installed	3,606.000 LF	·	<del>.</del>







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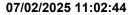
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Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	603.8500 Anchoring Concrete Barrier Temporary Precast	104.000 LF	·	<u></u>
0126	606.0050 Riprap Extra-Light	300.000 CY	·	
0128	606.0100 Riprap Light	130.000 CY		
0130	606.0200 Riprap Medium	2.720 CY		
0132	608.3012 Storm Sewer Pipe Class III-A 12-Inch	100.000 LF		
0134	611.0430 Reconstructing Inlets	2.000 EACH	·	
0136	611.0654 Inlet Covers Type V	2.000 EACH	·	
0138	611.3003 Inlets 3-FT Diameter	2.000 EACH	·	
0140	611.8115 Adjusting Inlet Covers	52.000 EACH		
0142	612.0106 Pipe Underdrain 6-Inch	404.000 LF	<u> </u>	
0144	614.0905 Crash Cushions Temporary	8.000 EACH		
0146	616.0206 Fence Chain Link 6-FT	887.000 LF	<u> </u>	
0148	616.0329 Gates Chain Link (width) 01. 10-FT	2.000 EACH		
0150	616.0329 Gates Chain Link (width) 02. 12-FT	1.000 EACH	<u> </u>	
0152	616.0329 Gates Chain Link (width) 03. 22-FT	3.000 EACH	<u></u>	
0154	616.0410 Fence Chain Link Salvaged 10-FT	390.000 LF		







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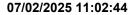
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Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1030-43-71	1.000 EACH	·	·
0158	618.0100 Maintenance and Repair of Haul Roads (project) 02. 1030-43-72	1.000 EACH	·	·
0160	619.1000 Mobilization	1.000 EACH		·
0162	624.0100 Water	5.000 MGAL		<u> </u>
0164	625.0100 Topsoil	4,814.000 SY		
0166	625.0105 Topsoil	100.000 CY		
0168	628.1504 Silt Fence	750.000 LF		
0170	628.1520 Silt Fence Maintenance	1,125.000 LF		
0172	628.1905 Mobilizations Erosion Control	10.000 EACH		
0174	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH		<u> </u>
0176	628.2006 Erosion Mat Urban Class I Type A	675.000 SY		<u> </u>
0178	628.2023 Erosion Mat Class II Type B	9,588.000 SY		<u> </u>
0180	628.7005 Inlet Protection Type A	10.000 EACH		
0182	628.7010 Inlet Protection Type B	590.000 EACH		
0184	628.7020 Inlet Protection Type D	160.000 EACH		







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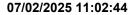
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0186	630.0120 Seeding Mixture No. 20	216.000 LB	·	
0188	630.0140 Seeding Mixture No. 40	31.000 LB	<u> </u>	
0190	630.0200 Seeding Temporary	230.000 LB	·	
0192	630.0500 Seed Water	35.340 MGAL		
0194	631.0300 Sod Water	6.420 MGAL		
0196	631.1000 Sod Lawn	285.000 SY		
0198	633.0500 Delineator Reflectors	20.000 EACH	<u> </u>	
0200	633.1000 Delineators Barrier Wall	20.000 EACH		
0202	634.0618 Posts Wood 4x6-Inch X 18-FT	24.000 EACH		
0204	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	6.000 EACH		
0206	634.0885 Posts Tubular Steel 2x2-Inch X 8.5-FT	2.000 EACH		
0208	635.0300 Sign Supports Replacing Base Connection Bolts	1.000 EACH	·	·
0210	637.1220 Signs Type I Reflective SH	260.000 SF		
0212	637.2210 Signs Type II Reflective H	216.710 SF		
0214	637.2230 Signs Type II Reflective F	80.000 SF		
0216	638.2102 Moving Signs Type II	6.000 EACH	·	







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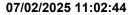
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	638.2602 Removing Signs Type II	25.000 EACH		
0220	638.3000 Removing Small Sign Supports	24.000 EACH	<u> </u>	·
0222	643.0300 Traffic Control Drums	213,429.000 DAY		
0224	643.0420 Traffic Control Barricades Type III	20,553.000 DAY		·
0226	643.0705 Traffic Control Warning Lights Type A	41,105.000 DAY		·
0228	643.0715 Traffic Control Warning Lights Type C	45,802.000 DAY		<u>-</u>
0230	643.0810.S Connected Arrow Board	2,023.000 DAY	<u> </u>	<u>-</u>
0232	643.0900 Traffic Control Signs	67,334.000 DAY	<u> </u>	<u> </u>
0234	643.0910 Traffic Control Covering Signs Type I	125.000 EACH	<u> </u>	<u>-</u>
0236	643.0920 Traffic Control Covering Signs Type II	550.000 EACH		<u>-</u>
0238	643.1000 Traffic Control Signs Fixed Message	806.000 SF	<u> </u>	<u>-</u>
0240	643.1050 Traffic Control Signs PCMS	1,394.000 DAY		<u>-</u>
0242	643.1205.S Basic Traffic Queue Warning System	262.000 DAY		<u>-</u>
0244	643.1220.S Connected Work Zone Start and End Location Markers	385.000 DAY	·	<del>.</del>
0246	643.3120 Temporary Marking Line Epoxy 4-Inch	200.000 LF		
0248	643.3170 Temporary Marking Line Epoxy 6-Inch	553,250.000 LF	<u> </u>	<u>-</u>







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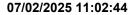
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	643.3270 Temporary Marking Line Epoxy 10-Inch	117,360.000 LF		·
0252	643.4100 Traffic Control Interim Lane Closure	655.000 EACH	<u> </u>	·
0254	643.5000 Traffic Control	1.000 EACH	<u> </u>	·
0256	644.1430 Temporary Pedestrian Surface Plate	640.000 SF	·	<del></del>
0258	644.1601 Temporary Pedestrian Curb Ramp	44.000 DAY		·
0260	644.1605 Temporary Pedestrian Detectable Warning Field	24.000 SF	·	
0262	644.1810 Temporary Pedestrian Barricade	542.000 LF	·	<del>-</del>
0264	644.1900.S Temporary Audible Message Devices	286.000 DAY	·	<del></del>
0266	645.0130 Geotextile Type R	3,491.000 SY	·	<del>-</del>
0268	646.1050 Marking Line Grooved Permanent Tape 4-Inch	100.000 LF		·
0270	646.2020 Marking Line Epoxy 6-Inch	68,916.000 LF	·	·
0272	646.2025 Marking Line Grooved Black Epoxy 6- Inch	42,037.000 LF	·	
0274	646.2040 Marking Line Grooved Wet Ref Epoxy 6- Inch	165,434.000 LF		
0276	646.2050 Marking Line Grooved Permanent Tape 6-Inch	42,179.000 LF	·	
0278	646.3020 Marking Line Epoxy 8-Inch	152.000 LF		







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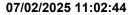
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	646.4020 Marking Line Epoxy 10-Inch	7,044.000 LF		
0282	646.4025 Marking Line Grooved Black Epoxy 10- Inch	5,800.000 LF	·	
0284	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	42,342.000 LF		
0286	646.4050 Marking Line Grooved Permanent Tape 10-Inch	7,238.000 LF	·	
0288	646.5020 Marking Arrow Epoxy	83.000 EACH		·
0290	646.5120 Marking Word Epoxy	44.000 EACH		·
0292	646.5220 Marking Symbol Epoxy	8.000 EACH		·
0294	646.6120 Marking Stop Line Epoxy 18-Inch	739.000 LF		·
0296	646.6220 Marking Yield Line Epoxy 18-Inch	9.000 EACH		
0298	646.6464 Cold Weather Marking Epoxy 4-Inch	100.000 LF		·
0300	646.6466 Cold Weather Marking Epoxy 6-Inch	64,006.000 LF		·
0302	646.6470 Cold Weather Marking Epoxy 10-Inch	12,896.000 LF		·
0304	646.7120 Marking Diagonal Epoxy 12-Inch	20,858.000 LF		
0306	646.7220 Marking Chevron Epoxy 24-Inch	8,113.000 LF		
0308	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,685.000 LF		







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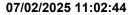
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0310	646.8120 Marking Curb Epoxy	20.000 LF	·	·
0312	646.8220 Marking Island Nose Epoxy	2.000 EACH		
0314	646.8320 Marking Parking Stall Epoxy	9,466.000 LF		
0316	646.9165 Marking Removal Line Grooved Contrast Permanent Tape 10-Inch	511.000 LF		
0318	652.0110 Conduit Rigid Metallic 1-Inch	35.000 LF	<u> </u>	
0320	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	35.000 LF		
0322	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	62.000 LF		·
0324	652.0700.S Install Conduit into Existing Item	2.000 EACH		·
0326	655.0515 Electrical Wire Traffic Signals 10 AWG	55.000 LF		<u> </u>
0328	670.0101 Field System Integrator	1.000 EACH		<u> </u>
0330	670.0201 ITS Documentation	1.000 EACH		<u> </u>
0332	677.0150 Install Camera Pole 50-FT	1.000 EACH		
0334	677.0200 Install Camera Assembly	2.000 EACH		<u> </u>
0336	690.0150 Sawing Asphalt	1,000.000 LF		<u></u>
0338	690.0250 Sawing Concrete	49,271.000 LF		







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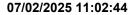
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	715.0603 Incentive Strength Concrete Barrier	426.500 DOL	1.00000	426.50
0342	740.0440 Incentive IRI Ride	116,000.000 DOL	1.00000	116,000.00
0344	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	7,000.000 HRS	5.00000	35,000.00
0346	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	17,280.000 HRS	5.00000	86,400.00
0348	SPV.0030 Special 01. Fertilizer Type B, Special	3.470 CWT		
0350	SPV.0035 Special 01. Gabions	11.000 CY		
0352	SPV.0060 Special 05. Mobilizations Emergency Pavement Repair	8.000 EACH		·
0354	SPV.0060 Special 06. Traffic Control Close-Open Freeway Entrance Ramp	386.000 EACH		·
0356	SPV.0060 Special 07. Traffic Control Close-Open Freeway to Freeway System Ramp	198.000 EACH	·	
0358	SPV.0060 Special 08. Traffic Control Full Freeway Closure	121.000 EACH	·	·
0360	SPV.0060 Special 10. Traffic Control Local Road Lane Closures	10.000 EACH	·	
0362	SPV.0060 Special 11. Survey Project 1030-43-71	1.000 EACH		
0364	SPV.0060 Special 13. Survey Project 1030-43-72	1.000 EACH		·
0366	SPV.0060 Special 21. Remove Ground Mount DMS	1.000 EACH	<u> </u>	







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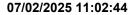
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	SPV.0060 Special 22. Install Ground Mount DMS	1.000 EACH	·	<del></del>
0370	SPV.0060 Special 23. Ground Rod	1.000 EACH		·
0372	SPV.0060 Special 24. Emergency Response to Traffic Involving Crash Cushion	10.000 EACH	·	
0374	SPV.0060 Special 25. Emergency Response to Traffic Involving Concrete Barrier Temporary	10.000 EACH	·	·
0376	SPV.0060 Special 41. Anchor Slab Repair at Inlet	11.000 EACH		<u> </u>
0378	SPV.0060 Special 42. Precast Concrete Wall Panel Repair R-40-382	1.000 EACH		
0380	SPV.0060 Special 43. Precast Concrete Wall Panel Repair R-40-417	1.000 EACH		·
0382	SPV.0060 Special 44. Precast Concrete Wall Panel Repair R-40-439	1.000 EACH		·
0384	SPV.0075 Special 01. Pavement Cleanup	200.000 HRS		
0386	SPV.0085 Special 01. Foam-Jacking	18,477.000 LB		<u> </u>
0388	SPV.0085 Special 02. Sealing Cracks and Joints with Hot Applied Sealant	1,667.000 LB		·
0390	SPV.0090 Special 01. Marking Line Permanent Tape 6-Inch	96.000 LF	<u> </u>	·
0392	SPV.0090 Special 02. Sealing Parapet Joint	173.000 LF		
0396	SPV.0090 Special 05. Marking Line Wet Reflective Epoxy 10-Inch	4,545.000 LF	·	







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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0398	SPV.0090 Special 06. Clean and Reseal Joint	1,403.000 LF		
0400	SPV.0090 Special 07. Linear Delineation System	65.000 LF		<u> </u>
0402	SPV.0090 Special 08. Concrete Barrier Dual Pan 32-Inch	75.000 LF	·	<del>.</del>
0404	SPV.0090 Special 09. Concrete Barrier 42-Inch Vertical Back	65.000 LF		
0406	SPV.0090 Special 10. Concrete Curb and Gutter 4- Inch Sloped 60-Inch Type A	16.000 LF		
0408	SPV.0090 Special 41. Sealing Precast Concrete Wall Facing Unit Joint	460.000 LF		·
0410	SPV.0135 Special 01. Field Office	18.000 MON		
0412	SPV.0165 Special 01. Tied Concrete Block Mat with Doubled Layered Underlayment	1,700.000 SF		
0414	SPV.0165 Special 41. Anchor Slab Surface Repair	84.000 SF	·	·
0416	SPV.0165 Special 42. Concrete Restaining	2,233.000 SF	·	·
0418	SPV.0180 Special 01. Resin Binder High Friction Surface Treatment	73,478.000 SY		·
0420	SPV.0180 Special 02. Expansion Joint Repair Rapid Set	786.000 SY	·	·
0422	SPV.0180 Special 03. Concrete Pavement Approach Slab Repair Rapid Set	838.000 SY		·
0424	SPV.0180 Special 04. Removing High Friction Surface Treatment	2,190.000 SY		



# **Wisconsin Department of Transportation**

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### **Proposal Schedule of Items**

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**Proposal ID:** 20250708002 **Project(s):** 1030-43-71, 1030-43-72

Federal ID(s): WISC 2025547, WISC 2025496

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0426	SPV.0180 Special 05. Asphalt Wedge	209.000 SY	·	
0428	SPV.0180 Special 07. Concrete Pavement Repair Rapid Set	98.000 SY	·	·
0430	SPV.0195 Special 01. Joint and Crack Repair	800.000 TON	·	·
0432	646.9200 Marking Removal Line Wide	340.000 LF		
	Section: 00	01	Total:	<u> </u>

Total Bid: \_\_\_\_\_.