

HIGHWAY WORK PROPOSAL

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

Proposal Number: **021**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Brown	1210-09-71	WISC 2023102	lh 41-lh 43; lh 41-lh 43	STH 172
Brown	1210-11-71	WISC 2023103	Oneida-Green Bay; Airport Entrance-lh 41	STH 172

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: \$530,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 13, 2022 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2023	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Grading, Base, Milling, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Storm Sewer, Bridge Deck Repair, Wingwall Repair, Curb and Gutter, Sidewalk, Guardrail, Signs, Sign Structures, Pavement Markings	For Department Use Only
Notice of Award Dated	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://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

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

<https://wisconsin.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™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

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.

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

(Date)

(Date)

State of Wisconsin)
) ss.
_____ County)

State of Wisconsin)
) ss.
_____ County)

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

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

(Signature, Notary Public, State of Wisconsin)

(Signature, Notary Public, State of Wisconsin)

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

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

(Date Commission Expires)

(Date Commission 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

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

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STSP'S Revised June 28, 2022

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1210-09-71, IH 41 – IH 43, IH 41 – IH 43, STH 172, Brown County; and Project 1210-11-71, Oneida – Green Bay, Airport Entrance – IH 41, STH 172, Brown County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 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 (20220628)

2. Scope of Work.

The work under this contract shall consist of base patching, HMA and SMA pavement, concrete pavement, curb and gutter, concrete sidewalk, base aggregate, guardrail, sand barrel arrays, culverts, signals, bridge structures (B-05-108, B-05-121, B-05-147, B-05-148, B-05-149, B-05-150, B-05-151, B-05-157, B-05-171, B-05-172, B-05-173, B-05-174, B-05-175, B-05-176, B-05-177, B-05-178, B-05-179, B-05-180, B-05-181, B-05-182, B-05-184, B-05-185, B-05-186, B-05-190, B-05-193, B-05-332, B-05-333, B-05-334, B-05-386, B-05-387), sign structures (S-05-388, S-05-389), pavement markings, erosion control, traffic control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 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 10 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.

Do not cross live traffic lanes of STH 172 with equipment or vehicles.

A Major Operations of Work

A.1 Concrete Base Patching and Pavement Repair

The roadway lanes shall be concrete based patched or repaired prior to milling and HMA resurfacing or HMA overlay. The engineer will identify patching and repair locations. Due to the requirement that all lanes of traffic be open to traffic as per the requirement as outlined in Article 5. Traffic, Special High Early Strength (SHES) concrete shall be used at the following locations:

- STH 172 between IH 41 and IH 43.
- Ramps within the STH 172/IH 43 interchange (except the IH 43 NB to STH 172 WB ramp as shown in the plans).
- Ramps within the STH 172/IH 41 interchange.
- STH 172 entrance/exit ramps at Vanderperren Way/Pilgrim Way, STH 57 (Riverside Drive), Webster Avenue, and CTH GV (Monroe Rd).
- CTH GV (Monroe Rd).

Multiple crews may be in operation at the same time within the same closure, or in both directions of the roadway at the same time.

A.2 Milling and HMA Resurfacing

For STH 172 and all ramps: The milling and resurfacing operation shall be a simultaneous operation. Any pavement that is milled is required to have the lower layer placed prior to opening to traffic. Traffic is not permitted on the milled surface. Temporary pavement markings shall be applied prior to opening completed lanes to traffic.

For Webster Avenue and STH 57/Riverside Drive: Do not allow a milled surface open to through traffic to remain in place longer than 96 hours or during the periods included in the holidays and special events restrictions unless adverse weather prevents placement of the asphalt layer

A.3 Secondary Structure Work and Wing Wall Repair

Work on the structures associated with project 1210-09-71 is anticipated to take longer than base patching operations in Stages 1A and 1B. Stages 2 and 3 may begin prior to completion of the structure work.

A.4 Curb Ramps

Curb ramp work at each intersection shall be completed within 10 calendar days from the start of removal operations. Curb ramps and associated grading work shall be completed prior to May 25, 2023 at the following locations:

- Packerland Drive
- Babcock Road
- STH 57 (Riverside Drive)
- CTH GV (Monroe Road)

The sidewalk at Packerland Drive, Babcock Road, STH 57(Riverside Drive) and CTH GV (Monroe Road) shall be closed during curb ramp replacement. No detours shall be posted.

Webster Avenue shall only close one side of the sidewalk at a time and detour pedestrian traffic to the opposing side.

Reach out to transportation providers in the area prior to the sidewalk closures that may be able to assist with transportation to notify them of the closures. This includes the Aging and Disability Resource Center of Brown County (ADRC) for people with disabilities, and the local taxi service for any other pedestrians.

WisDOT will send notifications to local municipalities and prepare a press release about the closure and transportation options.

A.5 Culverts

Culvert work at Station 227+52 shall be completed within 10 calendar days from the start of removal operations.

A.6 CTH GV (Monroe Road) Sequence of Staging

Place the lower layer of asphalt prior to adjusting inlets and manholes for drainage concerns. Final layer of asphalt shall be placed within 3 days of inlet adjustment.

A.7 Park and Ride Lot

The contract includes milling and overlaying the park and ride lot on Hoffman Road. Milling and paving operations shall occur in 2 stages keeping one half of the lot accessible at all times. Place parking stall pavement markings prior to milling and paving the remaining portion of the park and ride lot.

A.8 Hazard Protection

Follow spec 104.6.1.2.4(2), except as follows:

- At Structures B-05-108, B-05-121, B-05-147, B-05-148, B-05-149, B-05-151, B-05-157, B-05-171, B-05-173, B-05-176, B-05-178, B-05-180, B-05-190, B-05-182, B-05-332, B-05-333, and B-05-386, eliminate the need for delineation within 7 calendar days after removing permanent roadside safety devices.

- Within STH 172 EB between Oneida Street overpass to Vanderperren Way ramp, STH 32 / Ashland Avenue overpass to Broadway Street overpass, and Broadway Street overpass to Fox River bridge (B-05-149), eliminate the need for delineation within 7 calendar days after removing permanent roadside safety devices.
- Within STH 172 WB between STH 32/Ashland Avenue overpass to Broadway Street overpass and Broadway Street overpass to Fox River bridge (B-05-149), eliminate the need for delineation within 7 calendar days after removing permanent roadside safety devices.
- Within STH 172 EB to IH 43 NB ramp, IH 43 SB to STH 172 WB ramp, and Vanderperren Way to STH 172 EB ramp, eliminate the need for delineation within 7 calendar days after removing permanent roadside safety devices.
- At all other beam guard and sand barrel array locations, not mentioned about the need for delineation within 5 calendar days after removing permanent roadside safety devices.

A.9 Storm Sewer Replacement Replace storm sewer pipe at Station 84+93R utilizing a full northbound STH 57 overnight roadway closure. Alternative construction operations must be approved by the engineer.

B Sequence of Operations

B.1 Project 1210-09-71

STH 172 Stage 1A/1B

Complete the following work along STH 172 and ramps during **Stage 1A/1B** as detailed in the plans:

- Base patching.
- Remove shoulder rumble strips/place asphaltic surface.
- Curb ramps.
- Culvert work.
- Secondary Structure work.

STH 172 Stage 2A/2B

Complete the following work along STH 172 and ramps during **Stage 2A/2B** as detailed in the plans:

- Replace wing walls.
- Sign bridges.
- Mill asphaltic pavement.
- HMA pavement placement.
- Remove and Replace guardrail.

STH 172 Stage 3A/3B

Complete the following work along STH 172 and ramps during **Stage 3A/3B** as detailed in the plans:

- Mill asphaltic pavement.
- HMA/SMA pavement placement.
- Remove and replace guardrail.
- Remove and replace sand barrel arrays.
- Aggregate shoulders.
- Pavement markings.

IH 43 Northbound to STH 172 Westbound Ramp Stage 1A/1B/1C

Complete the following work along the IH 43 northbound to STH 172 westbound ramp during **Stage 1A** as detailed in the plans:

- Mill asphaltic pavement on outside shoulder.
- Place HMA pavement on outside shoulder.

Complete the following work along the IH 43 northbound to STH 172 westbound ramp during **Stage 1B** as detailed in the plans:

- Base Patching driving lane.
- Mill asphaltic pavement on driving lane.
- Place HMA and SMA pavement on driving lane.

Complete the following work along the IH 43 northbound to STH 172 westbound ramp during **Stage 1C** as detailed in the plans:

- Place SMA pavement on outside shoulder.

B.2 Project 1210-11-71

Stage 1A/1B/1C

Complete the following work along STH 172 during **Stage 1A/1B/1C** as detailed in the plans:

- Culvert replacements.
- Adjusting inlets.
- Concrete curb and gutter and curb ramp replacement.
- Signal work.
- STH 172 WB to IH 41 SB ramp work.

Stage 1 and 2

Complete the following work along STH 172 during **Stage 1 and 2** as detailed in the plans:

- Milling and paving asphaltic shoulders.
- Base patching asphaltic for HMA Interlayer.
- Base patching ramps.
- STH 172 WB to IH 41 SB ramp work.

Stage 3 and 4

Complete the following work along STH 172 during **Stage 3 and 4** as detailed in the plans:

- Interlayer pavement and SMA pavement.
- Remove and replace guardrail.
- Aggregate shoulder.
- Remove and replace sand barrel arrays.
- Pavement markings.

C Permitted Closures

C.1 Project 1210-09-71

IH 43 Ramps, Vanderperren/Pilgrim Road ramps, STH 57 (Riverside Drive) ramps, and Webster Avenue ramps

Each of the following ramps may be closed for up to a total of 10 nights (intermittent full closures as described in the Traffic article) to complete work associated with the contract:

STH 172/IH 43 Interchange ramp closures:

- NB-WB ramp
- EB-SB ramp

STH 172/Vanderperren Way/Pilgrim Way ramp closures:

- EB off ramp
- EB on ramp
- WB off ramp
- WB on ramp

STH 172/STH 57 (Riverside Drive)/Webster Avenue ramp closures:

- EB off ramp
- EB on ramp
- WB off ramp
- WB on ramp from Webster Avenue
- WB on ramp from STH 57
- Webster Ave to STH 57 connector
- STH 57 to Webster Ave connector

CTH GV (Monroe Road) ramps

Each of the following ramps may be closed for up to a total of 14 nights (intermittent full closures as described in the Traffic article) to complete work associated with the contract:

STH 172/CTH GV (Monroe Road) ramp closures:

- EB off ramp
- EB on ramp
- WB off ramp
- WB on ramp

CTH GV (Monroe Road)

The following intersection side roads may be closed for up to a total of 4 nights (intermittent full closures as described in the Traffic article) to complete work associated with the contract:

- CTH GV (Monroe Road)

STH 57 (Riverside Drive)

The following side roads may be closed for up to a total of 2 nights (intermittent full closures as described in the Traffic article) to complete work associated with the contract:

- STH 57 (Riverside Drive)

C.2 Project 1210-11-71

IH 41 ramps

Each of the following single lane ramps may be closed for up to a total of 10 nights (intermittent full closures as described in the Traffic article) to complete work associated with the contract:

STH 172/IH 41 Interchange ramp closure:

- EB-NB
- EB-SB
- SB-WB
- NB-EB
- NB-WB

CTH EB (Packerland Drive), Babcock Road

The following intersection side roads may be closed for up to a total of 3 nights (intermittent full closures as described in the Traffic article) to complete work associated with the contract:

- CTH EB (Packerland Drive)
- Babcock Road

D Interim Completion and Liquidated Damages – STH 172 WB Loop Ramp to IH 41 SB: 35 Calendar Days

At the beginning of Stage 1A (1210-11-71), close the westbound STH 172 loop ramp to southbound IH 41 to through traffic for a maximum of 35 calendar days. Do not reopen until completing the following work: excavation common including EBS, concrete pavement, concrete curb and gutter, concrete truck apron, guardrail, moving signs, and pavement markings.

If the contractor fails to complete the work necessary to reopen the STH 172 WB Loop Ramp to IH 41 SB to traffic within 35 calendar days, the department will assess the contractor \$4,800 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

E Northern Long-eared Bat (*Myotis septentrionalis*) – Project 1210-09-71

Northern long-eared bats (NLEB) 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 1 to October 31, both dates inclusive.

If additional construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with WisDOT REC, is required prior to initiating these activities. If trees with a 3-inch or greater diameter at breast height (dbh) need to be removed, no tree clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Tree removal will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence or visual emergency survey. Notify the engineer if tree clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

F Migratory Birds – Project 1210-09-71

Swallow or other migratory bird nests have been observed on or under the existing structure(s). All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

Either prevent active nests from becoming established or prevent birds from nesting by installing and/or maintaining one suitable deterrent device on the following structure(s) prior to nesting activity under the bid item Installing and Maintaining Bird Deterrent System:

- B-05-150
- B-05-171
- B-05-172
- B-05-178
- B-05-179
- B-05-180
- B-05-181
- B-05-185
- B-05-190
- B-05-193

As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring.

The following structures have known nesting; however, deterrent is not needed because (1) construction activities that may affect the underside or interior of structure(s) will not occur during the migratory bird nesting season noted above, or (2) it has been determined that anticipated construction activities on the structure will not disturb active nests:

- B-05-108
- B-05-121
- B-05-147
- B-05-148
- B-05-149
- B-05-151
- B-05-157
- B-05-173
- B-05-174
- B-05-175
- B-05-176
- B-05-177

G Fish Spawning and In-Stream Work

There are multiple named waterways that cross STH 172 including Fox River, East River, and Dutchman's Creek. The proposed culvert work will not impact any of these waterways.

There are two unnamed streams within the project limits with proposed construction activities. One is an unnamed stream that crosses the STH 172 and IH 41 ramps and is a tributary to Dutchman's Creek, which is a warm water stream that is used by spawning fish in the spring. The second is an unnamed creek that crosses STH 172 east of CTH V and is a tributary to Bower Creek. There shall be no in-stream disturbance between March 1 and June 15, with both dates inclusive of the timeout period.

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

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

4. Lane Rental Fee Assessment.

A General

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

is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

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

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

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:

- \$5,000 per lane on STH 172, per direction of travel, per hour broken into 15-minute increments.
- \$1,000 per lane per dual lane ramps at IH 41 and IH 43, per hour broken into 15-minute increments.
- \$500 per single lane ramps at IH 41 and IH 43, per hour broken into 15-minute increments.
- \$1,000 per ramp at Vanderperren Way/Pilgrim Way, STH 57 (Riverside Drive), Webster Avenue, and CTH GV (Monroe Road), per hour broken into 15-minute increments.
- \$500 per lane at Packerland Drive and Babcock Road, per direction of travel, per hour broken into 15-minute increments.
- \$1,000 per lane at Webster Avenue and CTH GV (Monroe Road), per direction of travel, per hour broken into 15-minute increments.

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

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

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

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

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

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5. Traffic.

All STH 172 travel lanes shall be open to traffic at all times, except during allowable lane closure times.

Single lane ramps shall remain open to traffic at all times, except for allowable closure times described in Traffic and Prosecution and Progress articles.

Double lane ramps shall remain open to traffic at all times, except for allowable lane closure times.

A Allowable Lane Closures

A.1 Project 1210-09-71

The following definitions apply to this contract for work restrictions:

STH 172 EB (6 lane section):

All lanes open to traffic –

- Monday through Friday, 7:00 AM to 9:00 AM, 1:00 PM to 7:00 PM

- Sunday 2:00 PM to 8:00 PM

At least 2 lanes open to traffic –

- Monday through Friday, 6:00 AM to 7:00 AM, 9:00 AM to 1:00 PM, 7:00 PM to 9:30 PM
- Saturday 6:00 AM to 8:00 PM, Sunday 6:00 AM to 2:00 PM

At least 1 lane open to traffic –

- Monday through Friday, 9:30 PM to 6:00 AM
- Saturday 8:00 PM to Sunday 6:00 AM
- Sunday 8:00 PM to Monday 6:00 AM

STH 172 EB (4 lane section):

All lanes open to traffic –

- Monday through Friday, 7:00 AM to 7:30 PM
- Saturday and Sunday 8:00 AM to 7:30 PM

At least 1 lane open to traffic –

- Monday through Friday, 7:30 PM to 7:00 AM
- Saturday and Sunday 7:30 PM to 8:00 AM

STH 172 WB (6 lane section):

All lanes open to traffic –

- Monday through Friday, 7:00 AM to 9:00 AM, 2:00 PM to 6:00 PM

At least 2 lanes open to traffic –

- Monday through Friday, 6:00 AM to 7:00 AM, 9:00 AM to 2:00 PM, 6:00 PM to 7:30 PM
- Saturday 6:00 AM to 8:00 PM
- Sunday 6:00 AM to 2:00 PM

At least 1 lane open to traffic –

- Monday through Thursday, 7:30 PM to 6:00 AM
- Friday 7:30 PM to Saturday 7:00 AM
- Saturday 8:00 PM to Sunday 7:00 AM
- Sunday 8:00 PM to Monday 6:00 AM

STH 172 WB (4 lane section):

All lanes open to traffic –

- Monday through Friday, 6:00 AM to 7:30 PM
- Saturday and Sunday, 8:00 AM to 7:30 PM

At least 1 lane open to traffic –

- Monday through Friday, 7:30 PM to 6:00 AM
- Saturday and Sunday 7:30 PM to 8:00 AM

STH 172/IH 43 Interchange ramp/lane closures:

- EB-NB ramp at least 1 lane open to traffic: 7:00 PM to 7:00 AM
- NB-WB ramp: 8:00 PM to 5:00 AM
- SB-EB ramp at least 1 lane open to traffic: 7:00PM to 6:00 AM
- EB-SB ramp: 9:00 PM to 6:00 AM

STH 172/Vanderperren Way/Pilgrim Way ramp closures:

- EB off ramp: 7:00 PM to 6:00 AM
- EB on ramp: 10:00 PM to 7:00 AM
- WB off ramp: 9:00 PM to 5:00 AM
- WB on ramp: 7:00 PM to 10:00 AM

STH 172/STH 57 (Riverside Drive)/Webster Avenue ramp closures:

- EB off ramp: 9:00 PM to 6:00 AM
- EB on ramp: 7:00 PM to 7:00 AM
- WB off ramp: 7:00 PM to 7:00 AM
- WB on ramp from Webster Avenue: 9:00 PM to 5:00 AM
- WB on ramp from STH 57: 7:00 PM to 7:00 AM

STH 172/CTH GV (Monroe Road) ramp closures:

- EB off ramp: 8:00 PM to 6:00 AM
- EB on ramp: 7:00 PM to 6:00 AM
- WB off ramp: 7:00 PM to 6:00 AM
- WB on ramp: 9:00 PM to 6:00 AM

STH 57 (Riverside Drive) lane closures:

- Single lane closures: No Restrictions
- Full roadway closure: 6:00 PM to 6:00 AM

Webster Avenue lane closures:

- Single lane closures: 6:00 PM to 3:00 PM (following day)

STH 57 to Webster Avenue connector Roads:

- EB connector: 7:00 PM to 7:00 AM
- WB connector: 7:00 PM to 7:00 AM

CTH GV (Monroe Road) lane closures:

- All lanes open to traffic: 7:00 AM to 6:00 PM
- Single lane closures: 6:00 PM to 7:00 AM
- Full roadway closure: 9:00 PM to 6:00 AM

A.2 Project 1210-11-71

The following definitions apply to this contract for work restrictions:

Eastbound and Westbound lanes closures of STH 172, west of IH 41:

- No Restrictions

STH 172/IH 41 Interchange ramp/lane closure:

- EB-NB: 6:00 PM to 6:00 AM
- EB-SB: 6:00 PM to 6:00 AM
- WB-NB Single Lane: 6:00 PM to 7:00 AM
- WB-SB: 9:00 PM to 5:00 AM
- SB-EB Single Lane: 6:00 PM to 6:00 AM
- SB-WB: 10:00 PM to 5:00 AM
- NB-EB: 10:00 PM to 5:00 AM
- NB-WB: 6:00 PM to 6:00 AM

CTH EB (Packerland Drive):

- Full roadway closure: 8:00 PM to 6:00 AM
- Left Turn Lanes: 6:00 PM to 6:00 AM

Babcock Road:

- Full roadway closure: 7:00 PM to 6:00 AM
- Left Turn Lanes: 6:00 PM to 6:00 AM

South Point Road:

- Full roadway closure: 6:00 PM to 6:00 AM
- Left Turn Lanes: No Restrictions

B Work Restrictions

Do not switch traffic over to the next construction stage unless all signing, pavement marking, reflectors, concrete barrier temporary precast, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer.

Closures of sequential interchanges, ramps, and intersections along STH 172 is not allowed.

Do not fully close more than one ramp in the STH 172 and IH 43 interchange at the same time. Single lane closures on more than one ramp at the same time are allowed.

Do not fully close more than one ramp in the STH 172 and IH 41 interchange at the same time. Single lane closures on more than one ramp at the same time are allowed.

Do not reopen closed lanes or ramps until all debris and equipment are removed from the traveled way and its clear zone as defined in the "Traffic" article of these special provisions, and until all signs, barrels, barricades, and traffic control devices required to close the lane or ramp are covered or removed.

Do not fully close any two-lane ramps. Two-lane ramps shall be staged to keep one lane open to traffic at all times.

C Hoffman Road Park and Ride Lot

Repaving of the Hoffman Road park and ride lot will be accomplished in stages with the work zone taking half of the available lot space divided at the entrance. A Portable Changeable Message Signs (PCMS) for notifying motorists of upcoming partial parking lot closure and construction shall be in place 7 calendar days prior to any partial closure of the lot. PCMS will alert owners of vehicles of the need to not have their vehicles parked on the half of the lot for each stage of construction. The Hoffman Road park and ride lot work should be for a maximum of seven calendar days to complete all work necessary to reopen the parking lot including all HMA pavement, Pavement Markings, and permanent signing.

Contact the WisDOT Northeast Region Park and Ride coordinator at (920) 492-5623 14 days prior to closure of the lot, so a notice of work can be added to the WisDOT Park and Ride webpage. The Park & Ride Coordinator should also be contacted a minimum of five days prior to partial closure should there be any vehicles still located in the work zone prior to the start of work in that area.

D Detours

Detour traffic during the closure of the westbound STH 172 to southbound IH 41 ramp as follows, and as detailed in the plans:

- Traffic will use the ramp to northbound IH 41, and the CTH VK (Lombardi Avenue) interchange to redirect their travel to southbound IH 41.

E Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) 3 business days before deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

PCMS boards must be deployed:

- 7 days before beginning of lane closures on STH 172
- 7 days prior for STH 172 and IH 43 ramp closures
- 7 days prior for STH 172 and IH 41 ramp closures
- 3 days prior for STH 172 and service interchange ramp closures
- 7 days prior to the partial closure of the Hoffman Road park and ride lot

F Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Project construction staff must use LCS external comments and notify OSOW-Permits unit of any effective widths less than 15 feet, but can still accommodate wind tower travel. Non-wind tower loads are rerouted from project based on WisLCS width entry.

G Temporary Regulatory Speed Limit Reduction

A reduction of the posted regulatory speed limit from 70 or 65 mph to 55 mph is required when any of the following conditions are created within the project limits: 1. Bi-directional traffic separated by tubular markers. 2. Lane(s) closed and workers are present within 12 feet of live traffic without positive protection.

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

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

During periods of no work activity when devices are pulled back and lanes re-opened, restore speed limit to normal posted speed.

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

ner-643-055 (20210921)

H Traffic Control

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

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as the plans show. Submit this plan 10 days before the preconstruction conference.

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

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

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

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

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

Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1,000 feet. Activate the beam when merging into or exiting a live traffic lane.

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

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

I Temporary Work Zone Clear Zone Working Restrictions

The temporary work zone clear zone for this project is 15 feet from the edge of traveled way. If auxiliary lanes are present, clear zone is from the outside edge of the auxiliary lane.

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

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

Park equipment and store materials, including stockpiles, a minimum of 30 feet from the edge of the traveled way. Equipment may be parked and material stored in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier temporary precast.

If unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work.

Replace standard specification 305.3.3.3(2) with the following:

If the roadway remains open to through traffic during construction and a 2-inch or more drop-off occurs within the clear zone, eliminate the drop-off prior to completing that day's work. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.

J Freight width restriction

STH 172 is a designated WisDOT Freight Network Route. Maintain a width restriction no less than 16 feet at all times in each direction. Movement of OSOW freight is scheduled to occur during this construction project that will require a minimum of 16 feet of horizontal clearance.

Enter in the correct minimum width restriction in Wisconsin Lane Closure System.

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 172 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, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Friday, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day;
- For events at Lambeau Field with an expected attendance of 30,000 or more, from 5 hours prior to the start time until 8 hours after the start of any event.

stp-107-005 (20210113)

7. Utilities.

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

stp-107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. The contractor shall coordinate their construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. The contractor shall use caution to ensure the integrity of the underground facilities and shall maintain code clearances from overhead facilities at all times. Field contact information for utilities is included on the General Notes page of the project plan.

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

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Ashwaubenon Water and Sewer Utility (sewer) has underground facilities crossing STH 172 along Oneida Street, Holmgren Way, S. Ashland Avenue, and S. Broadway Avenue. No conflicts are anticipated.

Ashwaubenon Water and Sewer Utility (water) has underground facilities crossing STH 172 along Oneida Street, Holmgren Way, S. Ashland Avenue, and S. Broadway Avenue. No conflicts are anticipated.

ATC Management, Inc. (electricity-transmission) has overhead facilities crossing STH 172 between the East River and Bellevue Street and an overhead facility through the IH 43/STH 172 interchange crossing the ramps. ATC also has underground facilities crossing STH 172 west of CTH GV (Monroe Road). No conflicts are anticipated.

AT&T Wisconsin (communication line) has underground facilities along STH 172 west of IH 41 and along Oneida Street, Holmgren Way, S. Ashland Avenue, and S. Broadway Avenue, STH 57 (Riverside Drive), Webster Avenue, and CTH GV (Monroe Road). No conflicts are anticipated.

Brown County Technology Services (communication line) has underground facilities crossing STH 172 along STH 57 (Riverside Drive) and CTH H. No conflicts are anticipated.

Green Bay Metro Sewerage District / NEW Water (sewer) has underground facilities crossing STH 172 along S. Ashland Avenue. No conflicts are anticipated.

Level 3 Communications LLC (CenturyLink) (communication line) has underground facilities crossing STH 172 along Holmgren Way and along STH 172 within the IH 43 interchange. No conflicts are anticipated.

Net Lec LLC / Northeast Telephone Company (communication line) has underground facilities crossing STH 172 along Holmgren Way, Broadway Street, Bellevue Street and CTH GV (Monroe Road). No conflicts are anticipated.

Spectrum (communication line) has underground facilities crossing STH 172 along Oneida Street, Broadway Street, CTH GV (Monroe Road), and Lime Kiln Road. No conflicts are anticipated.

TDS Metrocom LLC (communication line) has underground facilities crossing STH 172 along Holmgren Way, Bellevue Street, S. Broadway Street, and southbound IH 43 at the ramp to westbound STH 172. No conflicts are anticipated.

US Signal Company LLC (communication line) has underground facilities crossing STH 172 along Broadway Street and an overhead facility crossing STH 172 along CTH GV (Monroe Road). No conflicts are anticipated.

Village of Allouez Department of Public Works (water) has underground facilities crossing STH 172 along STH 57 (Riverside Drive). No conflicts are anticipated.

Village of Bellevue (sewer) has underground facilities crossing STH 172 along Bellevue Street, Lime Kiln Road, CTH GV (Monroe Road), and within the IH 43 interchange. No conflicts are anticipated.

Village of Bellevue (water) has underground facilities crossing STH 172 along Bellevue Street, Lime Kiln Road, CTH GV (Monroe Road), and within the IH 43 interchange. No conflicts are anticipated.

West Shore Pipeline Company (gas-petroleum) has underground facilities crossing STH 172 near the eastern ramp gores at CTH GV (STA 1550+00). No conflicts are anticipated.

Windstream KDL, LLC/PaeTec Communications, LLC (communication line) has underground facilities crossing STH 172 along S. Ashland Avenue, Bellevue Street, and CTH GV (Monroe Road). No conflicts are anticipated.

Wisconsin Public Service (electricity) has underground facilities crossing STH 172 along Oneida Street, S. Ashland Avenue, S. Broadway Avenue, Webster Avenue, Bellevue Street, CTH GV (Monroe Road), and Lime Kiln Road. No conflicts are anticipated.

Wisconsin Public Service Corporation (gas-petroleum) has underground facilities crossing STH 172 along Oneida Street, S. Ashland Avenue, S. Broadway Avenue, Webster Avenue, Libal Street, CTH XX, CTH GV (Monroe Road), and CTH V. No conflicts are anticipated.

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Ashwaubenon Water and Sewer Utility (sewer) has underground facilities crossing STH 172 along Airport Entrance and STA 216+00 (ST. John's Drive). There are also underground facilities just north of STH 172 between the Airport Entrance and South Point Road. No conflicts are anticipated.

Ashwaubenon Water and Sewer Utility (water) has underground facilities crossing STH 172 along Airport Entrance, STA 216+00 (ST. John's Drive), Babcock Road, and STA 242+40. There are also underground facilities just north of STH 172 between the Airport Entrance and South Point Road. No conflicts are anticipated.

AT&T Wisconsin (communication line) has underground facilities along STH 172 from the Airport Entrance to IH 41. No conflicts are anticipated.

Brown County Technology Services (communication line) has underground facilities crossing STH 172 along Packerland Drive. No conflicts are anticipated.

Green Bay Metro Sewerage District / NEW Water (sewer) has underground facilities crossing STH 172 within the IH 41 interchange. No conflicts are anticipated.

Net Lec LLC (communication line) has underground facilities crossing STH 172 along Packerland Drive and running along STH 172 between Packerland Drive and IH 41. No conflicts are anticipated.

Oneida Nation (communication line) has underground facilities along the south side of STH 172 throughout the project limits. No conflicts are anticipated.

Spectrum (communication line) has underground facilities crossing STH 172 along South Point Road, Packerland Drive, and Babcock Road. A facility also runs along STH 172 between the Airport Entrance and South Point Road. No conflicts are anticipated.

TDS Metrocom LLC (communication line) has underground facilities crossing STH 172 along Packerland Drive and running along STH 172 between Packerland Drive and IH 41. No conflicts are anticipated.

Windstream KDL, LLC/PaeTec Communications, LLC (communication line) has underground facilities crossing STH 172 along Packerland Drive. Facilities also run along STH 172 between Packerland Drive and IH 41. No conflicts are anticipated.

Wisconsin Public Service (electricity) has underground facilities crossing STH 172 just east of the Airport Entrance. Overhead facilities cross STH 172 along South Point Road and Babcock Road. No conflicts are anticipated.

Wisconsin Public Service (gas-petroleum) has underground facilities crossing STH 172 along South Point Road, Packerland Drive, STA 216+00 and STA 220+50. Facilities also run along STH 172 between the Airport Entrance and Babcock Road. No conflicts are anticipated.

8. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).

A Description

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

A.1 Railroad Insurance Requirements

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

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

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

Include the following information on the insurance document:

- Project ID: 1210-09-71
- Project Location: Village of Ashwaubenon, Wisconsin
- Route Name: STH 172 bridge over RR, Brown County
- Crossing ID: 182254R
- Railroad Subdivision: Fox River
- Railroad Milepost: 239.37
- Work Performed on or within 50' of RR right-of-way: Bridge maintenance and traffic control.

A.2 Train Operation

Approximately 6 through freight trains operate daily at up to 40 mph.

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

Construction Contact

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

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

Flagging Contact

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

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

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

Cable Locate Contact

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

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

A.4 Work by Railroad

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

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 (202200602)

9. Work by Others.

WisDOT RWIS Program.

Wisconsin DOT RWIS Program (communication tower) has a tower along the southbound IH 43 ramp to westbound STH 172. Two pavement sensors are located within the driving lanes. Contact the WisDOT Road Weather Information Systems (RWIS) Program Manager at (608) 266-5004 at least 30 days prior to the start of the work along the southbound IH 43 ramp to westbound STH 172. The contractor can mill through the sensors in the pavement. Contact the RWIS Program Manager upon completion of paving so RWIS can install new sensors.

Work by Others – WisDOT NER Electrical Unit.

At the intersection of STH 172 and Babcock Road, and STH 172 and Packerland Drive, the Wisconsin Department of Transportation Northeast Region (NER) Electrical Unit will perform the following work:

- Terminate all cables and wires in traffic signal cabinet

At the STH 172 and CTH GV eastbound and westbound intersections, the Wisconsin Department of Transportation Northeast Region Electrical Unit will perform the following work:

- Pull communication Fiber back for Pull Box removal/installation.
- Terminate all cables/wire in the traffic signal cabinet.

Contact Matthew Talcott at (920) 360-4749 at least 7 days prior to the start of the work at each intersection.

10. Other Contracts.

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

IH 43; Project 1220-21-60; Leo Frigo Bridge

This project is located in Brown County, Wisconsin and was let September 13, 2022, under a department contract. Lane and ramp closures will occur on IH 43. This includes a long-term southbound IH 43 lane closure and the ramp closure of Atkinson Drive southbound on-ramp to IH 43 during the duration of the project.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Lisa Lumley at (920) 360-6684.

stp-107-054 (20210708)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Eric Gwidt at (920) 366-8896. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

13. Notice to Contractor – WisDOT ITS.

Wisconsin Department of Transportation has underground ITS facilities (communication line) along STH 172 within the project limits. No conflicts are anticipated.

14. Notice to Bidders, Federal Aviation Agency Determination of Obstruction.

The Federal Aviation Administration (FAA) has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and Title 14 of the Code of Federal Regulations, Part 77, concerning the probable obstruction to air space around the Austin Straubel International Airport created by construction equipment at the locations along the project noted below:

Where the term "temporary structure" is used below, it refers to contractor equipment.

The determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated below. Equipment which has a height greater than studied structure equipment requires separate notice to the FAA.

While performing work at these locations, comply with the FAA Determinations. A copy of these determinations is available from the regional office by contacting Eric Gwidt at Eric.Gwidt@dot.wi.gov.

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Site	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
Public Road Site 1	2.40 nautical miles east of GRB Airport Ref Point	44-28-53.60N NAD 83	88-04-26.30W	1 feet AGL 614 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18753-OE
Public Road Site 2	2.87 nautical miles east of GRB Airport Ref Point	44-28-43.30N NAD 83	88-03-48.20W	1 feet AGL 611 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18754-OE
Public Road Site 3	3.37 nautical miles east of GRB Airport Ref Point	44-28-36.00N NAD 83	88-03-07.50W	1 feet AGL 621 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18755-OE
Public Road Site 4	3.86 nautical miles east of GRB Airport Ref Point	44-28-29.60N NAD 83	88-02-27.00W	1 feet AGL 628 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18756-OE
Public Road Site 5	4.31 nautical miles east of GRB Airport Ref Point	44-28-13.80N NAD 83	88-01-52.60W	1 feet AGL 637 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18757-OE
Public Road Site 6	4.78 nautical miles east of GRB Airport Ref Point	44-27-58.80N NAD 83	88-01-17.30W	1 feet AGL 611 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18758-OE
Public Road Site 7	5.26 nautical miles east of GRB Airport Ref Point	44-27-45.00N NAD 83	88-00-40.10W	1 feet AGL 598 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18759-OE
Public Road Site 8	5.74 nautical miles east of GRB Airport Ref Point	44-27-31.40N NAD 83	88-00-04.10W	1 feet AGL 597 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18760-OE
Public Road Site 9	6.23 nautical miles east of GRB Airport Ref Point	44-27-17.40N NAD 83	87-59-27.20W	1 feet AGL 607 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18761-OE
Public Road Site 10	6.71 nautical miles east of GRB Airport Ref Point	44-27-11.00N NAD 83	87-58-47.80W	1 feet AGL 621 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18762-OE
Public Road Site 11	7.19 nautical miles east of GRB Airport Ref Point	44-27-10.60N NAD 83	87-58-06.10W	1 feet AGL 627 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18763-OE
Public Road Site 12	7.40 nautical miles east of GRB Airport Ref Point	44-27-31.20N NAD 83	87-57-40.70W	1 feet AGL 638 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18764-OE

Site	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
Public Road Site 13	7.42 nautical miles east of GRB Airport Ref Point	44-27-38.10N NAD 83	87-57-36.90W	1 feet AGL 641 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18765-OE
Road Sign S-05-388	Approximately 0.1 miles east of STH 57 over STH 172 EB	44-28-22.86N NAD 83	88-02-10.84W	29 feet AGL 654 feet AMSL	5/17/2022	11/17/2023	2022-AGL-6988-OE
Road Sign S-05-389	Approximately 90 feet west of STH 57 over STH 172 EB	44-28-26.80N NAD 83	88-02-18.90W	34 feet AGL 659 feet AMSL	4/25/2022	4/25/2023	2022-AGL-6989-OE
Temporary Structure Site 1	2.40 nautical miles east of GRB Airport Ref Point	44-28-53.60N NAD 83	88-04-26.30W	18 feet AGL 631 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18766-OE
Temporary Structure Site 2	2.87 nautical miles east of GRB Airport Ref Point	44-28-43.30N NAD 83	88-03-48.20W	18 feet AGL 628 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18767-OE
Temporary Structure Site 3	3.37 nautical miles east of GRB Airport Ref Point	44-28-36.00N NAD 83	88-03-07.50W	18 feet AGL 638 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18768-OE
Temporary Structure Site 4	3.86 nautical miles east of GRB Airport Ref Point	44-28-29.60N NAD 83	88-02-27.00W	18 feet AGL 645 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18769-OE
Temporary Structure Site 5	4.31 nautical miles east of GRB Airport Ref Point	44-28-13.80N NAD 83	88-01-52.60W	18 feet AGL 654 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18770-OE
Temporary Structure Site 6	4.78 nautical miles east of GRB Airport Ref Point	44-27-58.80N NAD 83	88-01-17.30W	18 feet AGL 628 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18771-OE
Temporary Structure Site 7	5.26 nautical miles east of GRB Airport Ref Point	44-27-45.00N NAD 83	88-00-40.10W	18 feet AGL 615 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18772-OE
Temporary Structure Site 8	5.74 nautical miles east of GRB Airport Ref Point	44-27-31.40N NAD 83	88-00-04.10W	18 feet AGL 614 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18773-OE
Temporary Structure Site 9	6.23 nautical miles east of GRB Airport Ref Point	44-27-17.40N NAD 83	87-59-27.20W	18 feet AGL 624 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18774-OE
Temporary Structure Site 10	6.71 nautical miles east of GRB Airport Ref Point	44-27-11.00N NAD 83	87-58-47.80W	18 feet AGL 638 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18775-OE
Temporary Structure Site 11	7.19 nautical miles east of GRB Airport Ref Point	44-27-10.60N NAD 83	87-58-06.10W	18 feet AGL 644 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18776-OE

Site	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
Temporary Structure Site 12	7.40 nautical miles east of GRB Airport Ref Point	44-27-31.20N NAD 83	87-57-40.70W	18 feet AGL 655 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18777-OE
Temporary Structure Site 13	7.42 nautical miles east of GRB Airport Ref Point	44-27-38.10N NAD 83	87-57-36.90W	18 feet AGL 658 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18778-OE

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Site	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
Public Road Site 1	2.47 nautical miles east of GRB Airport Ref Point	44-28-52.90N NAD 83	88-04-20.90W	1 feet AGL 614 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18784-OE
Public Road Site 2	2.04 nautical miles east of GRB Airport Ref Point	44-29-02.90N NAD 83	88-04-55.60W	1 feet AGL 611 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18785-OE
Public Road Site 3	1.72 nautical miles east of GRB Airport Ref Point	44-29-22.30N NAD 83	88-05-24.60W	1 feet AGL 647 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18786-OE
Public Road Site 4	1.36 nautical miles east of GRB Airport Ref Point	44-29-36.10N NAD 83	88-06-02.21W	1 feet AGL 661 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18787-OE
Public Road Site 5	1.32 nautical miles east of GRB Airport Ref Point	44-29-37.60N NAD 83	88-06-06.09W	1 feet AGL 665 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18788-OE
Public Road Site 6	1.29 nautical miles east of GRB Airport Ref Point	44-29-39.09N NAD 83	88-06-10.28W	1 feet AGL 670 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18789-OE
Public Road Site 7	1.27 nautical miles east of GRB Airport Ref Point	44-29-40.76N NAD 83	88-06-13.59W	1 feet AGL 673 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18790-OE
Public Road Site 8	1.24 nautical miles east of GRB Airport Ref Point	44-29-42.78N NAD 83	88-06-17.71W	1 feet AGL 673 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18791-OE
Public Road Site 9	1.20 nautical miles east of GRB Airport Ref Point	44-29-44.85N NAD 83	88-06-23.93W	1 feet AGL 678 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18792-OE
Public Road Site 10	1.15 nautical miles east of GRB Airport Ref Point	44-29-46.70N NAD 83	88-06-30.47W	1 feet AGL 680 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18793-OE

Site	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
Public Road Site 11	1.13 nautical miles east of GRB Airport Ref Point	44-29-47.39N NAD 83	88-06-33.86W	1 feet AGL 681 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18794-OE
Public Road Site 12	1.02 nautical miles east of GRB Airport Ref Point	44-29-48.42N NAD 83	88-06-47.51W	1 feet AGL 685 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18795-OE
Public Road Site 13	0.90 nautical miles east of GRB Airport Ref Point	44-29-47.39N NAD 83	88-07-01.32W	1 feet AGL 683 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18796-OE
Public Road Site 14	0.78 nautical miles east of GRB Airport Ref Point	44-29-45.80N NAD 83	88-07-15.00W	1 feet AGL 688 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18797-OE
Temporary Structure Site 1	2.47 nautical miles east of GRB Airport Ref Point	44-28-52.90N NAD 83	88-04-20.90W	18 feet AGL 631 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18798-OE
Temporary Structure Site 2	2.04 nautical miles east of GRB Airport Ref Point	44-29-02.90N NAD 83	88-04-55.60W	18 feet AGL 628 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18799-OE
Temporary Structure Site 3	1.72 nautical miles east of GRB Airport Ref Point	44-29-22.30N NAD 83	88-05-24.60W	18 feet AGL 664 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18800-OE
Temporary Structure Site 4	1.36 nautical miles east of GRB Airport Ref Point	44-29-36.10N NAD 83	88-06-02.21W	18 feet AGL 678 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18801-OE
Temporary Structure Site 5	1.32 nautical miles east of GRB Airport Ref Point	44-29-37.60N NAD 83	88-06-06.09W	18 feet AGL 682 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18802-OE
Temporary Structure Site 6	1.29 nautical miles east of GRB Airport Ref Point	44-29-39.09N NAD 83	88-06-10.28W	18 feet AGL 687 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18803-OE
Temporary Structure Site 7	1.27 nautical miles east of GRB Airport Ref Point	44-29-40.76N NAD 83	88-06-13.59W	18 feet AGL 690 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18804-OE
Temporary Structure Site 8	1.24 nautical miles east of GRB Airport Ref Point	44-29-42.78N NAD 83	88-06-17.71W	18 feet AGL 690 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18805-OE
Temporary Structure Site 9	1.20 nautical miles east of GRB Airport Ref Point	44-29-44.85N NAD 83	88-06-23.93W	18 feet AGL 695 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18806-OE
Temporary Structure Site 10	1.15 nautical miles east of GRB Airport Ref Point	44-29-46.70N NAD 83	88-06-30.47W	18 feet AGL 697 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18807-OE

Site	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
Temporary Structure Site 11	1.13 nautical miles east of GRB Airport Ref Point	44-29-47.39N NAD 83	88-06-33.86W	18 feet AGL 698 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18808-OE
Temporary Structure Site 12	1.02 nautical miles east of GRB Airport Ref Point	44-29-48.42N NAD 83	88-06-47.51W	18 feet AGL 702 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18809-OE
Temporary Structure Site 13	0.90 nautical miles east of GRB Airport Ref Point	44-29-47.39N NAD 83	88-07-01.32W	18 feet AGL 701 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18810-OE
Temporary Structure Site 14	0.78 nautical miles east of GRB Airport Ref Point	44-29-45.80N NAD 83	88-07-15.00W	18 feet AGL 705 feet AMSL	10/4/2022	4/4/2024	2022-AGL-18811-OE

Permanent Locations

The aeronautical studies revealed that the structures do not exceed obstruction standards and would not be a hazard to air navigation.

For permanent sites 1-4 (1210-09-71) and permanent sites 1-14 (1210-11-71), it is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or within 5 days after the construction reaches its greatest height (7460-2, Part 2). This work is considered incidental to the project.

Temporary Structures

The FAA determined that Temporary Structures would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified are met.

Marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1M.

For temporary sites 1-4 (1210-09-71) and temporary sites 1-14 (1210-11-71), it is required that the manager of Green Bay Austin Straubel International Airport, (920) 498-4800, be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

For temporary sites 1-4 (1210-09-71) and temporary sites 1-14 (1210-11-71), it is also required that the manager of Green Bay ATCT, (920) 431-5751, be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally, please provide contact information for the onsite operator in the event that Air Traffic Control requires the temporary structure be lowered immediately.F

For questions regarding the determinations listed above, contact Justin Hetland at the FAA office at (847) 294-8084, or justin.hetland@faa.gov and reference the Aeronautical Study Number.

15. Archaeological Site.

West Moravian Cemetery site is located approximately Station 220+00 to Station 224+00, LT within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities beyond the existing backslope intercept. 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.

Camp Smith and Shantytown site is located approximately Station 1400+00 EB to Station 1420+00 EB, LT within the limits shown on the plans.

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

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

stp-107-220 (20180628)

16. Environmental Protection.

A Protection of Work Area

Broom or brush any mud, dirt, or debris deposited on any roads, as a result of construction activity at the end of the day and as directed by the engineer.

Supplement standard spec 107.18 as follows:

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

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Clean all equipment with hot water of 105°F to 110°F for a period of 30 minutes or hot water of 140°F for a period of 5 minutes. After cleaning, dry all equipment in a sunny location for at least 3 days.

B Protection of Threatened and/or Endangered Species – Wood Turtle

Install silt fence turnarounds at the edge of disturbance in wetland areas. Survey the site for turtles prior to construction to minimize the potential for encroachment by turtles into the work area.

C Treatment of Water Adjacent to Wetlands or Waterways

Spoil material should be stockpiled on uplands an adequate distance from a stream, wetland, and/or any open water created by excavation. Filter fabric silt fence shall be installed between spoil material and the stream or wetland, and between the entire disturbed area and the waterway.

If dewatering is required for any reason, the water must be pumped into a properly sized and constructed settling basin before the clean/filtered water is allowed to enter any waterway or wetland. The "clean/filtered" water must be free of suspended solids and contaminants. A properly designed and constructed settling basin will take into consideration the amount of space for construction, desired pumping speed, number/size of pumps likely to be used, and the sedimentation rate of soils to be encountered. See Wisconsin Department of Natural Resources Technical Standard 1061 for method selection by soil type. The final dewatering plan must be submitted and approved in the Erosion Control Implementation Plan (ECIP).

The cost of dewatering is considered incidental to construction.

17. Aquatic Exotic Species Control.

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

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that

comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

<http://dnr.wi.gov/topic/invasives/disinfection.html>

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - 4.1 Washing with ~212 F water (steam clean), or
 - 4.2 Drying thoroughly for 5 days after cleaning with soap and water and/or high pressure water, or
 - 4.3 Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

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

107-055 (20130615)

18. Notice to Contractor, Asbestos Containing Materials on Structure.

Paul M. Garvey, License Number All-117079, inspected Structures B-05-108, B-05-121, B-05-147, B-05-148, B-05-149, B-05-150, B-05-151, B-05-157, B-05-171, B-05-172, B-05-173, B-05-174, B-05-175, B-05-176, B-05-177, B-05-178, B-05-179, B-05-180, B-05-181, B-05-182, B-05-184, B-05-185, B-05-186, B-05-190, B-05-193, B-05-332, B-05-333, B-05-334, B-05-386, and B-05-387 for asbestos on May 16-18, 2022. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities:

- On B-05-108, STH 172 EB over STH 32/Ashland Avenue, 40 linear feet of gray caulk is located between the abutments and the edges of the beams containing 2% chrysotile asbestos. The caulk located on the East and West sides of the structure and is considered Category II non-friable asbestos
- On B-05-147, STH 172 WB over Broadway Street, 80 linear feet of gray caulk is located in the joints between the abutment and parapet walls containing 3% chrysotile asbestos. The caulk is located on the East and West sides of the structure and is considered Category II non-friable asbestos.
- On B-05-148, STH 172 EB over Broadway Street, 80 linear feet of gray caulk is located in the abutment seams containing 4% chrysotile asbestos. The caulk is located on the East and West side of the structure and is considered Category II non-friable asbestos.
- On B-05-149, STH 172 EB over Fox River and STH 57/Riverside Drive, 32 light fixtures and 15 electrical boxes presumed to contain ACM components. The light fixtures and electrical boxes are located on the bridge deck and West abutment and is considered Category II non-friable asbestos.
- On B-05-150, Webster Avenue over STH 172, 50 square feet of gray caulk/gasket beneath the railing base plates containing 2% chrysotile asbestos. The caulk/gasket is located beneath the railing base plates on top of the parapet wall and is considered Category II non-friable asbestos.

- On B-05-173, STH 172 WB over East River Drive, 100 linear feet of gray caulk is located in the abutment seams and parapet wall seams containing 2% chrysotile asbestos. The caulk is located on the East and West sides of the structure and is considered Category II non-friable asbestos.
- On B-05-174, STH 172 EB over East River Drive, 100 linear feet of gray caulk is located in the abutment seams and parapet wall seams containing 2% chrysotile asbestos. The caulk is located on the East and West sides of the structure and is considered Category II non-friable asbestos.
- On B-05-177, STH 172 WB over CTH XX, 64 linear feet of gray caulk is located in the abutment seams and parapet wall seams containing 2% chrysotile asbestos. The caulk is located on the East and West sides of the structure and is considered Category II non-friable asbestos.
- On B-05-186, IH 43 over Klondike Road, 14 light fixtures located in beneath the structure presumed to contain ACM components. The light fixtures are located beneath the structure and is considered Category II non-friable asbestos.
- On B-05-332, STH 172 EB over Holmgren Way, 4 light fixtures located in beneath the structure presumed to contain ACM components. The light fixtures are located beneath the structure and is considered Category II non-friable asbestos.
- On B-05-333, STH 172 WB over Holmgren Way, 4 light fixtures located in beneath the structure presumed to contain ACM components. The light fixtures are located beneath the structure and is considered Category II non-friable asbestos.
- On B-05-334, Connector Ramp (STH 172 – STH 32 EB over Holmgren Way), 4 light fixtures located in beneath the structure presumed to contain ACM components. The light fixtures are located beneath the structure and is considered Category II non-friable asbestos.

A copy of the inspection report is available from Lisa Lumley, (920) 360-6684, Lisa.Lumley@dot.wi.gov. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated.

stp-107-120 (20220628)

19. Native American Hiring Provision – Project 1210-11-71.

Pre-Bid

Before bid submittal, contact the Oneida Nation of Wisconsin to provide information on hiring procedures and future employment opportunities, and gather information on the tribal work force and tribal resources (ex. Native American owned DBE, tribal businesses, products, potential workers, etc.).

Oneida Nation of Wisconsin tribal labor office contact information:

Marie Summers
 N7210 Seminary Road, Oneida, Wisconsin 54155
 Office: (920) 869-4478
 Email: esummer1@oneidanation.org

Maintain documentation of all efforts made to communicate with Oneida Nation of Wisconsin using [DT2400 Pre-Bid Contact Verification Form](#). This form is to be used as a record of communication with the designated tribe's assigned contact person. Please submit the DT2400 form and any supporting documentation when you submit the bid request (DT1633) for the project via email to:

DOT DTSD Highway Construction Contractors constplans.dtid@dot.wi.gov

The Eligible Bidders list will not be updated until this documentation is received.

After Execution

The contractor shall contact Marie Summers of the Oneida Nation of Wisconsin with the following information regarding available employment opportunities for prime and subcontractors at a minimum of five business days before the tribal coordination meeting:

- Job classification/trade
- Job qualifications and required skills
- Employment period
- Wage
- Copy of job application
- List of subcontractors and contact information (ex. Name, email, phone, etc.)
- List of available internships

After receiving employment opportunities, Marie Summers may provide employment referrals or recruitment sources throughout the life of the project to obtain qualified referrals.

Document all efforts made to communicate job opportunities and the results of hiring activities throughout the life of the contract. Utilize [DT2405 Native American Hiring Provision Report](#) and submit it to Oneida Nation of Wisconsin and WisDOT Regional Labor Compliance Specialist on the 15th of every month for the previous month until the project construction is complete. Final report should be indicated on the form. Report shall include prime contractor and subcontractor data.

WisDOT Regional Labor Compliance Specialist contact information:

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

Tribal Coordination Meeting

Between execution of contract and the project pre-construction meeting, the contractor and Oneida Nation of Wisconsin will setup and facilitate the Tribal Coordination Meeting, establish an agenda, date and location. Any cost incurred for the meeting would be incidental to the overall project cost. The contractor shall work with the Tribe to determine who from Tribal leadership and staff the contractor should notify and invite to the meeting.

The contractor shall also notify and invite to the meeting:

- Regional Tribal Liaison, Bryan Lipke, Brian.Lipke@dot.wi.gov
- WisDOT Regional Labor Compliance Specialist
- WisDOT Tribal Affairs Program Manager, Sandy Stankevich, sandy.stankevich@dot.wi.gov
- Tribal Affairs Project Manager, Cyless Peterson, Cyless.peterson@dot.wi.gov
- WisDOT region project team

This meeting may also include potential interviews or introductions with potential employees. The prime contractor and all subcontractors shall attend this meeting. Discussions are to include available employment opportunities and other tribal areas of interest such as scope of work, tribal regulations and ordinances, borrow sites, waste sites, and available aggregate.

Project Completion

Submit documentation summarizing communications regarding job opportunities throughout the life of the contract. This can be done using the DT2405 form noting that this is the final report. Provide final report to the tribe and the WisDOT Regional Labor Compliance Specialist compiling the results of hiring activities for the prime contractor as well as for subcontractors at all tiers.

stp-107-200 (20220628)

20. Removing Concrete Surface Partial Depth, Item 204.0109.S.

A Description

This special provision describes removing a portion of concrete surfaces as the plans show and conforming to standard spec 204.

B (Vacant)

C Construction

C.1 Equipment

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

C.2 Methods

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

Removed pavement becomes the property of the contractor. Properly dispose of it as specified in standard spec 204.3.1.3.

D Measurement

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0109.S	Removing Concrete Surface Partial Depth	SF

Payment is in full compensation for removing the concrete; and for disposing of materials.

stp-204-041 (20080902)

21. 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 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)

22. Removing Sand Barrel Array, Item 204.9060.S.

A Description

This special provision describes removing existing sand barrel arrays and existing sand barrel array foundation pad conforming to standard spec 204.

B (Vacant)

C Construction

Remove the existing sand barrel array and dispose of off the project site. This includes all sand barrels and materials within the sand barrel array.

Remove the existing concrete foundation and dispose of off the project site.

Installation of a new sand barrel array and foundation will be paid for under a separate bid item and shall be completed within the same night the existing sand barrel array is removed.

D Measurement

The department will measure Removing Sand Barrel Array by each individual array, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.	Removing Sand Barrel Array	EACH

stp-204-025 (20150630)

23. Removing Asphaltic Pavement Milling Special, Item 204.9180.S.01.

A Description

This special provision describes removing asphaltic pavement conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Asphaltic Pavement Milling Special in square yards, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9180.S.01	Removing Asphaltic Pavement Milling Special	SY

stp-204-025 (20150630)

**24. Base Patching Asphaltic for HMA Interlayer 1210-11-71, Item 390.0501.S;
Pavement Interlayer, Item 460.4210.S.**

A Description

Conform to standard spec 390, 450 and 460 except as modified in this special provision.

Replace standard spec 460.1 with the following to describe Interlayer:

- (1) This section describes HMA mixture design for Interlayer applications, providing and maintaining a quality management program for HMA mixtures and constructing Interlayers. Unless specifically indicated otherwise, references within 460 to HMA also apply to Interlayers.

B Materials

Replace standard spec 460.2.2.1(1) with the following to specify that all aggregates used in Interlayer mixes are from department-approved sources:

- (1) Provide all aggregates used in the Interlayer mix from a department-approved source as specified under standard spec 106.3.4.2. Obtain the engineer's approval of the aggregates before producing HMA mixtures.

Replace standard spec table 460-1 with the following to specify gradation master range and additional sieves for interlayer mixtures:

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

Sieve	% PASSING DESIGNATED SIEVES
	NOMINAL SIZE
9.5-mm	100
4.75-mm	80 - 100
2.36-mm	60 - 85
1.18-mm	40 - 70
0.60-mm	25 - 55
0.30-mm	15 - 35
0.15-mm	8 - 20
0.075-mm	6 - 14
% MINIMUM VMA	16.0

Replace standard spec 460.2.3 with the following to specify asphalt binders to be used:

- (1) Furnish PG 58-34 asphalt binder with a designation of V (Very Heavy) or E (Extremely Heavy) as necessary to satisfy the Flexural Beam Fatigue Test (AASHTO T321) requirement of table 460-2 as modified herein. Do not change the PG binder grade without the engineer's written approval. The department will designate the grade of modified asphaltic binder in the contract.

Replace standard spec 460.2.5 with the following to describe Recycled Asphaltic Material use in Interlayers:

- (1) No recycled asphaltic materials (FRAP, RAP, and RAS) shall be permitted in Interlayer mixtures.

Replace standard spec 460.2.7 with the following to specify design limits and requirements for Interlayer mixtures.

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.
- (2) For each asphaltic mixture design, conduct Hamburg Wheel-Track testing according to AASHTO T324 and indirect tensile cracking test at intermediate temperature (CT-Index) according to ASTM D8225. Submit test results to the department with mix design submittal.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	Interlayer
LA Wear (AASHTO T96) 500 revolutions(max % loss)	13 40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	15
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	75/60
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	45
Sand Equivalency (AASHTO T176, min)	40
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)	<= 4
Gyrations for Ndes	50
Air Voids, %Va (%Gmm Ndes)	2.0 (98.0)
Dust to Binder Ratio (% passing 0.075mm/Pbe)	0.8 - 1.6
Voids filled with Binder (VFB or VFA, %)	70 - 95
Flexural Beam Fatigue Test, average cycles (AASHTO T321) ^[1]	>100,000

^[1] The failure criterion for the Flexural Beam Fatigue Test (AASHTO T321) is 50% of the initial flexural stiffness measured at the 200th load cycle at 2,000 microstrain. Test two samples and average the two results for each mix design.

Replace standard spec 460.2.8.2.1.5 with the following to update JMF and warning limits for Interlayers:

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

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0
0.60-mm	+/- 4.0	+/- 3.0
0.30 mm	+/- 4.0	+/- 3.0
0.15 mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.0	+/- 0.8
VMA in percent ^[1]	- 0.5	- 0.2

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

- (2) Warning bands are defined as the area between the JMF limits and the warning limits.

C Construction

Replace standard spec 390.3.1 with the following to specify general construction guidance for asphaltic base patching for HMA Interlayer:

- (1) Unless the contract provides otherwise, keep the road open to traffic during construction. If possible, restrict operations to one lane at a time. Perform work to cause the least possible inconvenience to traffic.
- (2) Remove areas of existing concrete pavement, including existing patching or surfacing materials, at locations the plans show or the engineer directs in the field. Saw the connecting edges as true and perpendicular as possible as specified for sawing pavement in standard spec 690. Plunge mill joints and transverse cracks with loose concrete or concrete with developing spalling 2 inches from the opposing joint face or wider to a minimum depth of 2 inches and a maximum depth of 1/3 the concrete thickness, unless otherwise directed by the engineer. Remove the pavement without injury to the remaining pavement. Dispose of removed material as specified in standard spec 204.3.1.3.
- (3) Prepare the foundation as specified in standard spec 211 using engineer-approved hand methods. Place the patch to the thickness of the contiguous pavement, including the existing asphaltic pavement or surfacing.
- (4) For plunge milled areas, fill voids with asphaltic base patch according to standard spec 390.3.3, as modified herein. For all other base patching use the material the engineer directs.

Replace standard spec 390.3.3 to specify asphaltic base patching of plunge milled areas for HMA Interlayer:

- (1) Construct as specified for asphaltic base under 315 except as modified here.
- (2) Furnish 12.5 mm (No. 4) or 9.5 mm (No. 5) nominal size aggregate graded as specified in standard spec 460.2.2.3 and conform to the other material and mixture requirements specified for asphaltic surface in standard spec 465.
- (2) Dump material outside the patch area, fill the patch in successive layers with shovels, and shape to the required grade and contour with rakes and lutes. Do not rake dumped material into the patch. The engineer will not require forms unless necessary to provide the required edge, grade, or alignment.
- (3) Compact each layer with engineer-approved compaction equipment. Unless the engineer directs otherwise, compact each layer to a thickness of 6 inches or less. Roll the top layer until flush with the adjacent surface. Patching material that extends more than 1/4 inch above the milled surface shall be corrected before the leveling layer or Interlayer is placed.
- (4) Do not open patches to traffic until they are hard enough to prevent rutting or displacement.

Replace standard spec 450.3.2.1.1 with the following to specify minimum paving temperature:

- (1) Only place Interlayer asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is at least 50° F and the forecast is for rising temperatures. Place HMA pavement for projects in the northern asphalt zone between May 1 and October 15 inclusive and for projects in the southern asphalt zone between April 15 and November 1 inclusive. CMM 4-53 Figure 2 defines asphalt zones. Notify the engineer at least one business day before paving.
- (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in standard spec 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
- (3) Place asphaltic mixture only on an existing pavement free of loose and foreign material. Do not place over frozen pavement, or where the roadbed is unstable.
- (4) The surface shall be dry for at least 24 hours, and clean, prior to placement of the mixture. Work shall not begin when local conditions indicate rain is imminent.

Delete standard spec 450.3.2.1.2 to eliminate cold weather paving operations for Interlayer pavement.

Replace standard spec 455.3.2.1 with the following to specify Interlayer tack coat application requirements:

- (1) Apply tack coat only when the air temperature is 45° F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under standard spec 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.070 to 0.100 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

Replace standard spec 450.3.2.6.3 to specify compaction roller pattern determined by growth curve and subsequent coring for Interlayer mixes:

- (1) Compact Interlayer mix using the roller pattern established during construction of a control strip. Use 2 or more rollers per paver if placing more than approximately 165 tons of mixture per hour.
- (2) On the first day of production, construct a control strip under the direct observation of department personnel. After compacting the control strip with a minimum of 3 passes, mark the gauge outline and take a one-minute wet density measurement using a nuclear density gauge in back scatter mode at a single location. Take a density measurement at the same location after each subsequent pass. Continue compacting and testing until the increase in density is less than 1 pcf for 3 consecutive passes. Submit the final roller pattern to the engineer in writing. Once the roller pattern is established do not change the pattern or decrease the number, type, or weight of rollers without the engineer's written approval.
- (3) After establishing the roller pattern, and under the direct observation of the engineer, cut at least one 4-inch diameter or larger core from the control strip density gauge outline. Prepare cores and determine density according to AASHTO T166. Dry cores after testing. Fill core holes and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.
- (4) Collect 1 nonrandom three-part mix volumetric sample during construction of the control strip to be tested by the contractor with one split provided to the department. This contractor's test will be recorded on the control charts and the Gmm from this split sample will be used to determine the core density. If contractor test results for this split sample are not within the JMF limits presented in standard spec 460.2.8.2.1.5, as modified herein, take immediate corrective action.
- (5) A minimum of one core per 3,000 lane feet or one per day will be collected and tested for density by the contractor. Add one core for each additional 3,000 lane feet or portion thereof per day. Report core density results to the engineer and BTS daily. The density of each sample during production will be determined by dividing the bulk specific gravity of each core sample by the four-point running average maximum specific gravity (Gmm according to CMM 8.36.6.6) from the previous day's production.

Replace standard spec 460.2.8.2.1.7(7) to further define conforming material and pay reduction based on individual test results for Interlayer mixes:

- (7) If the air voids running average of 4 exceeds the JMF limits, the material is nonconforming. Remove and replace unacceptable material. The engineer will determine the quantity of material to replace based on the testing data using the methods in CMM 8-36 and an inspection of the completed pavement. If the engineer allows the mixture to remain in place, the department will pay for the mixture and asphaltic material as specified in standard spec 460.5.2.1, as modified herein. For Interlayer mix types, if one QC air voids test falls outside of the JMF limits, notify the department and consider corrective action. If two or more individual QC air voids tests within the four-point running average exceed the JMF limits, the material is nonconforming and subject to pay adjustment as specified in standard spec 460.5.2.1.

Replace standard spec 460.2.8.3.1.6 with the following to specify volumetric verification requirements:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
 - Va is within a range of 1.0 to 3.0 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
 - Asphalt content is within minus 0.3 percent of the JMF.
- (2) If QV test results are outside the specified limits, the engineer will investigate immediately through dispute resolution procedures. The engineer may stop production while the investigation is in progress if the potential for a pavement failure is present.
- (3) If production continues for that mixture design, the engineer will provide additional retained sample testing at the frequency provided for in CMM 8-36. This supplemental testing will continue until the material meets allowable differences or as the engineer and contractor mutually agree.

Replace standard spec 460.3.1 with the following to remove standard bid item encoding:

- (1) Construct Interlayer pavement of the type the bid item indicates encoded as follows:
 - HMA Pavement Interlayer
- (2) Construct HMA pavement conforming to the general provisions of standard spec 450.3.

Replace standard spec 460.3.2 with the following to specify Interlayer plan thickness:

- (1) Provide the plan thickness for Interlayer mixtures at 1.0 inch.

Replace standard spec 460.3.3.1 and 460.3.3.2 with the following to specify density requirements for Interlayers:

- (1) Compact Interlayer mixture according to standard spec 450.3.2.6.3, as modified herein.

Delete standard spec 460.5.2.2 and 460.5.2.3 to remove density incentives and disincentives for Interlayer pavement.

D Measurement

Replace standard spec 390.4 with the following:

- (1) The department will measure Base Patching Asphaltic for HMA Pavement Interlayer (1210-11-71) as a single unit for each project, acceptably completed.

Replace standard spec 460.4 with the following:

- (1) The department will measure the HMA Pavement Interlayer bid items, acceptably completed by the ton, as specified in standard spec 450.4.

E Payment

Replace standard spec 390.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
390.0501.S	Base Patching Asphaltic for HMA Interlayer 1210-11-71	EACH

- (2) Payment for Base Patching Asphaltic for HMA Interlayer is full compensation for removing old pavement; for preparing the foundation; for providing and compacting asphaltic mixture, including the asphaltic material.

Replace standard spec 460.5.1 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
460.4210.S	HMA Pavement Interlayer	TON

- (2) Payment for HMA Pavement Interlayer is full compensation for providing mixture designs; for preparing foundation; for performance testing, for volumetric and density testing and aggregate source testing; for establishing the compaction roller pattern; for asphalt binder modification or processes, and addition of fibers, fines, or filler.
- (3) Material placed in the lower layer of the reference section will be paid with the same bid item as the surface mix unless the surface mix is SMA. If the surface mix is SMA an alternative mix type with a No. 4 or No. 5 gradation will be used as the lower layer for the control strip.

Replace standard spec 460.5.2.1 with the following to modify mixture pay adjustments for Interlayer pavements:

- (1) The department will pay for the HMA Interlayer bid items at the contract unit price subject to one or more of the following adjustments:
 - Reduced payment for nonconforming QMP HMA mixtures as specified in standard spec 460.2.8.2.1.7, as modified herein.
- (2) Payment for the HMA Pavement bid items is full compensation for providing HMA pavement including binder; for mixture design; for preparing the foundation; and for QMP and aggregate source testing.
- (3) 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.
- (4) The department will administer pay reduction for nonconforming QMP mixture under the Nonconforming QMP HMA Mixture administrative item. The department will reduce pay based on the contract unit price for the HMA Pavement bid item.
- (5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in standard spec 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

PAYMENT FOR MIXTURE^{[1] [3] [4]}

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content ^[5]	—	—
Air Voids	70%	50%
VMA	90%	75%

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

^[2] If Interlayer material is nonconforming for air voids as defined in standard spec 460.2.8.2.1.7(7) as modified herein, the department will pay 80% of the contract unit price for the material from the individual point(s) where a test is outside the JMF limit until another individual QV or QC test is within the JMF limits.

^[3] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution under standard spec 460.2.8.3.1.7, or is nonconforming for air voids as defined in standard spec 460.2.8.2.1.7(7) as modified herein, the department will apply the single pay adjustment resulting in the lowest percent pay.

^[4] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

^[5] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to standard spec 460.2.8.2.1.7.

(6) When using CMM 8-36 for QV dispute resolution of HMA Pavement Interlayer material apply the following:

- Interlayer 100% pay requires: $V_a = 1.0 - 3.0\%$, VMA below minimum $\leq 0.5\%$, and AC% below JMF $\leq 0.3\%$.

Interlayer Prorated Pay Factors (between 50 and 100% pay) are as follows:

Description	Criteria	Pay Factor
High Air Voids Pay Factor	$3.0\% < V_a \leq 3.5$	$= 100 * [1 - (V_a - 3.0)]$
Low Air Voids Pay Factor	$0.5\% \leq V_a < 1.0\%$	$= 100 * [1 - (1.0 - V_a)]$
Low VMA Pay Factor	$0.5\% < \text{VMA below min} \leq 1.0\%$	$= 100 * [1 - (\text{percent below min.} - 0.5)]$
Low AC% Pay Factor	$0.3\% < \text{AC below JMF} < 0.5\%$	$= 75$

If during a QV dispute resolution investigation, the department discovers unacceptable mixture defined by one or more of the following:

- V_a less than 0.5 or greater than 3.5 percent.
- VMA more than 1.0 percent below the minimum allowed in [table 460-1](#).
- AC% more than 0.5 % below the JMF target.

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

(7) Restore the surface after cutting density samples as specified in standard spec 460.3.3.1(1) and standard spec 460.3.3.2(4) at no additional cost to the department.

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25. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

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

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

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at <https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

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

B.3.2.2 Comparison Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

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

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

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

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) The department will administer density incentives as specified in standard spec 460.5.2.3.
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26. 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 8-15.13 to correlate nuclear gauges to pavement cores, 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:

ITEM	JMF Limits
Asphaltic content in percent ^[1]	- 0.5
VMA in percent ^[2]	- 1.0
Air Voids in percent	According to the SMA Test Strip Approval Criteria Below

^[1] Asphalt content more than -0.5% below the JMF will be referee tested by BTS using automated extraction according to WisDOT Modified ASTM D8159.

^[2] 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 8-15 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. $3.2 \leq Va \leq 5.8$), dispute resolution according to CMM 8-36 will determine material conformance and payment for the test strip. 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:

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	$3.2 \leq Va \leq 5.8$	$\geq 93.0 \%$	Proceed with production
Test Strip Approved / Material Nonconforming	$2.8 \leq Va \leq 3.2$ or $5.8 < Va \leq 6.2$	$\geq 91.0 \%$	Propose solution and proceed with production. Payment for material will be based on BTS referee tests.
Test Strip Not Approved / Material Nonconforming	$2.5 \leq Va < 2.8$ or $6.2 < Va \leq 6.5$	$< 91.0 \%$	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.

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

^[2] Individual nuclear density test results more than 3.0% below the minimum density requirement must be addressed according to CMM 8-15.11.

^[3] 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.

- (7) An acceptable core to nuclear density gauge correlation must be completed by both the contractor and department according to CMM 8-15 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 8-15. 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 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 volumetric or density test strip) under the HMA Additional Test Strip administrative item.

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**27. 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 volumetric testing will be conducted on the same test strip whenever possible.

Perform work according to standard spec 460 and as follows.

B Materials

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

C Construction

C.1 Test Strip

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

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

C.1.1 Sampling and Testing Intervals

C.1.1.1 Volumetrics

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

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to CMM 836. 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	Production Interval (tons)
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

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

C.1.2 Field Tests

C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to CMM 815.7 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to CMM 815.8. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

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

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft³. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft³. If no PWL production 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

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

ITEM	ACCEPTANCE LIMITS
<u>Percent passing given sieve</u>	
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- μ m	+/- 3.0
Asphaltic content in percent ^[1]	- 0.5
Air Voids	-1.5 & +2.0
VMA in percent ^[2]	- 1.0
Maximum specific gravity	+/- 0.024

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

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

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

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

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

C.2.2 Density

Compact all layers of test strip HMA mixture 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

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

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

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

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

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) and (ii), while density must accomplish (iii) and (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 volumetric or density test strip) under the HMA Additional Test Strip administrative item.

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

PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

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

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

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

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

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

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

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

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

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

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

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

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

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

A Description

This special provision describes percent within limits (PWL) pay determination, providing and maintaining a contractor Quality Control (QC) Program, department Quality Verification (QV) Program, required sampling and testing, dispute resolution, corrective action, pavement density, and payment for HMA

pavements. Pay is determined by statistical analysis performed on contractor and department test results conducted according to the Quality Management Program (QMP) as specified in standard spec 460, except as modified below.

B Materials

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

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

460.2.8.2.1.3.1 Contracts under Percent within Limits

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

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

(3) Perform sampling from the truck box and three-part splitting of HMA samples according to CMM 836. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per subplot. All QC samples shall provide the following: QC, QV, and Retained. The contractor shall take possession and test the QC portions. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. Additional sampling details are found in Appendix A. Label samples according to CMM 836. Additional handling instructions for retained samples are found in CMM 836.

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

- Blended aggregate gradations according to AASHTO T 30.
- Asphalt content (AC) in percent determined by ignition oven method according to AASHTO T 308 as modified in CMM 836.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 836.6.3.1.
- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166 as modified in CMM 836.6.5.
- Maximum specific gravity (Gmm) according to AASHTO T 209 as modified in CMM 836.6.6.
- Air voids (V_a) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R35.

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

(6) Conduct field tensile strength ratio tests, without freeze-thaw conditioning cycles, 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.

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 ^[1]	- 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.

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

460.2.8.3.1.2 Personnel Requirements

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

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

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

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

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

460.2.8.3.1.4 Department Verification Testing Requirements

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

- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166 as modified in CMM 836.6.5.
- Maximum specific gravity (Gmm) according to AASHTO T 209 as modified in CMM 836.6.6.
- Air voids (Va) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R 35.
- Asphalt Content (AC) in percent determined by ignition oven method according to AASHTO T308 as modified in CMM 836.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 836.6.3.1.

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

Delete standard spec 460.2.8.3.1.6.

Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:

460.2.8.3.1.7 Data Analysis for Volumetrics

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

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

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

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

- i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
- ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested 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.

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

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

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

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

⁽⁵⁾ Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

C Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

460.3.3.2 Pavement Density Determination

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

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

⁽³⁾ A lot is defined as 7500 lane feet with sublots of 1500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. The contractor is required to complete three tests randomly per subplot and the department will randomly conduct one QV test per subplot. A partial quantity less than 750 lane feet will be

included with the previous subplot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested and recorded according to CMM 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. 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 subplot represent the outside, middle, and inside of the paving lane. The QC density testing procedures are detailed in Appendix A.

(5) QV nuclear testing will consist of one randomly selected location per subplot. The QV density testing procedures will be the same as the QC procedure at each testing location and are also detailed in Appendix A.

(6) An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.

(7) For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 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.

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

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

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

- i. Replacement may be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot.
- ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]

- iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 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	
<i>PERCENT WITHIN LIMITS</i>	<i>PAYMENT FACTOR, PF</i>
<i>(PWL)</i>	<i>(percent of \$65/ton)</i>
≥ 90 to 100	PF = ((PWL – 90) * 0.4) + 100
≥ 50 to < 90	(PWL * 0.5) + 55
<50	50% ^[1]

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

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

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

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

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

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

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

Individual Pay Factors for each air voids (PF_{air voids}) and density (PF_{density}) will be determined. PF_{air voids} will be multiplied by the total tonnage placed (i.e., from truck tickets), and PF_{density} will be multiplied by the

calculated tonnage used to pave the mainline only (i.e., travel lane excluding shoulder) as determined according to Appendix A.

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

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

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

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

<u>AC Binder Relative to JMF</u>	<u>Pay Adjustment / Sublot</u>
-0.4% to -0.5%	75% ^[1]
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 ASTM D8159 as modified in CMM 836.6.3.1.

^[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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29. Appendix A.

Test Methods & Sampling for HMA PWL QMP Projects

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

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

WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip

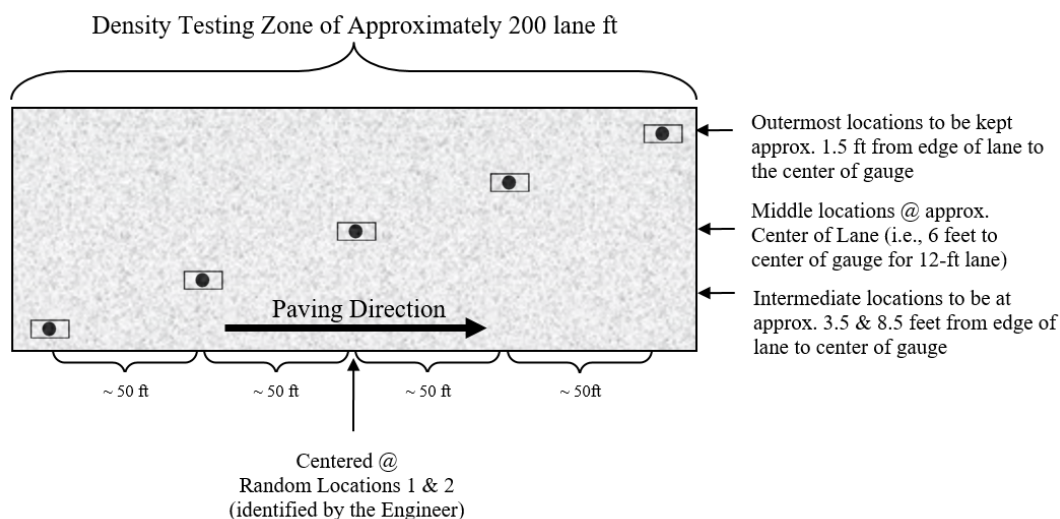



Figure 1: Nuclear/Core Correlation Location Layout

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

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

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

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

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



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



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

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



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

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

Each core 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. The contractor is responsible for thoroughly drying cores obtained from the mat according to AASHTO R79 as modified by CMM 836.6.10 prior to using specimens for in-place density determination according to AASHTO T 166 as modified by CMM 836.6.5.

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

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

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

For nuclear density testing of the pavement beyond the test strip, QC tests will be completed at three locations per subplot, with a subplot defined as 1,500 lane feet. The three locations will represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in **Figure 3** and random numbers will be used to identify the specific transverse location within each third according to CMM 815). Longitudinal locations within each subplot shall be determined with 3 independent random numbers.

The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive or disincentive. Each location will be measured with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in **Figure 2** above. Each location requires a minimum of two readings per gauge. The density gauge orientation for the first test will be with the source rod towards the direction of paving.

QV nuclear testing will consist of one randomly selected location per subplot. The QV is also comprised of two one-minute readings oriented 180 degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge.

The subplot density testing layout is depicted in **Figure 4**, with QC test locations shown as solid lines and QV as dashed.

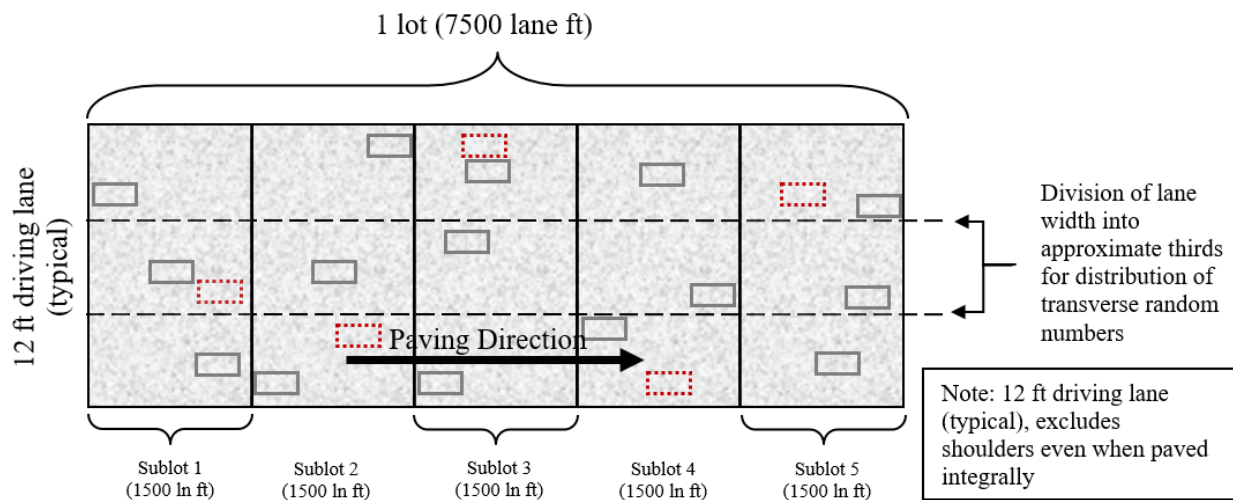


Figure 4: Locations of main lane HMA density testing (QC=solid lines, QV=dashed)

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 SPV. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

Investigative cores will be allowed on the approaching side of traffic outside of the footprint locations. Results must 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 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 CMM 815 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 2 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%.

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. Cores will be cut by the next day after completion of the lot, except if the next day is not a working day, then they shall be cut within 48 hours of placement. Prepare cores and determine density according to AASHTO T166 as modified in CMM 836.6.5. 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 foot ahead of the existing testing location in the direction of traffic at the same offset as 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 and Retained samples shall conform to CMM 836 except as modified here.

Delete CMM 836.4 Sampling Hot Mix Asphalt and replace with the following to update subplot tonnages:

Sampling Hot Mix Asphalt

At the beginning of the contract, the contractor determines the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (subplot) for QC and Retained Samples and 1 per 3750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP SPV. A test sample is obtained randomly from each subplot. Each random sample shall be collected at the plant according to CMM 836.4.1 and 836.4.2. The contractor must submit the random numbers for all mix sampling to the department before production begins.

Example 1

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

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

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

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

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

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

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

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

QC, QV, and retained samples shall be collected for all test strip and production mixture testing using a three-part splitting procedure according to CMM 836.5.2.

Calculation of PWL Mainline Tonnage Example

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

Solution:

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

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30. 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.

TABLE B-1 MINIMUM REQUIRED LONGITUDINAL JOINT DENSITY

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

C Construction

Add the following to standard spec 460.3.3.2:

- (5) Establish companion density locations at each applicable joint. Each companion location shares longitudinal stationing with a QC or QV density location within each subplot and is located transversely with the center of the gauge 6-inches from the final joint edge of the paving area. Sublot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate “M” for inside/median side of lane or “O” for outside shoulder side of lane, as well as “U” for an unconfined joint or “C” for a confined joint (e.g., XXXXX-MC or XXXXX-OU).
- (6) Each joint will be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.
- (7) For single nuclear density test results greater than 3.0% below specified minimums 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 subplot average (exclusive of unacceptable material) will be determined by the first forward and backward 50-foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

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

- (8) Joint density measurements will be kept separate from all other density measurements and entered as an individual data set into Atwood Systems.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint nuclear testing location, will be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints.
- (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 [SDD 13c19](#). 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. Inlay paving operations will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline.

D Measurement

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

PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY

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

[1] Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting and may include partial sublots as determined and defined in 460.3.3.2(7) of this document. 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 [standard spec 450.5.2\(3\)](#).
- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive. A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.

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

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

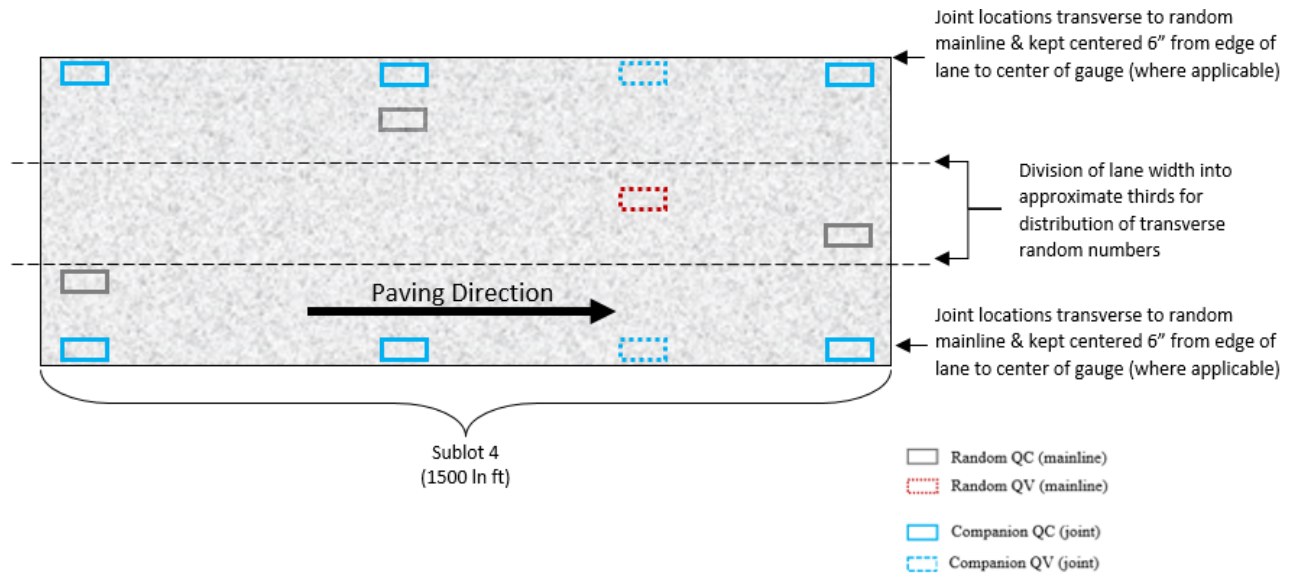
The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

Appendix

WisDOT Longitudinal Joint – Nuclear Gauge Density Layout

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

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



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

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

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

stp-460-075 (20210113)

31. Material Transfer Vehicle 1210-09-71, Item 460.9000.S.

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 to avoid segregation of coarse aggregates. 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

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 item:

ITEM NUMBER	DESCRIPTION	UNIT
460.9000.S	Material Transfer Vehicle 1210-09-71	EACH

Payment is full compensation for furnishing and operating the MTV and for the operator.

stp-460-900 (20220628)

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

A Description

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

B (Vacant)

C Construction

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

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

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

D Measurement

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

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

E Payment

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

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

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

stp-509-070 (20180628)

33. Concrete Masonry Deck Repair, Item 509.2100.S.

A Description

This special provision describes providing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb, and joint repair areas. 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 deck preparation, full-depth deck repair, curb repair and joint 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.

C Construction

C.1 Neat Cement

Immediately before placing the concrete deck patching, 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.2 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 deck patching areas a final hand float finish.

C.3 Curing Concrete

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

D Measurement

The department will measure Concrete Masonry Deck Repair by the cubic yard, acceptably completed.

The department will measure concrete used in deck preparation areas and in full depth deck, curb, and joint repair as part of the Concrete Masonry Deck Repair bid item.

The department will not measure wasted concrete.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.2100.S	Concrete Masonry Deck Repair	CY

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

stp-509-060 (20210708)

34. Structure Repainting General.

A General

A.1 Inspection

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

A.2 Date Painted

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be 3 inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming traffic end. On steel girder bridges, stencil the date on the inside of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

A.3 Graffiti Removal

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

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

B (Vacant)

C Construction

C.1 Repainting Methods

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

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

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

C.2 Inspection

Add the following to standard spec 105.9:

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

stp-517-005 (20150630)

- 35. Structure Overcoating Cleaning and Priming B-05-150, Item 517.3001.S.01;**
- Structure Overcoating Cleaning and Priming B-05-185, Item 517.3001.S.02;**
- Structure Overcoating Cleaning and Priming B-05-190, Item 517.3001.S.03;**
- Structure Overcoating Cleaning and Priming B-05-193, Item 517.3001.S.04.**

A Description

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

A.1 Areas to be Cleaned and Painted

Structure	Two-Coat Area with SP1 Cleaning (SF)	3-Coat Area				Total 3-Coat Area (SF)
		SP 2 Cleaning (SF)	SP 3 Cleaning (SF)	SP 11 Cleaning (SF)	SP 15 Cleaning (SF)	
B-05-180	0	0	0	0	2,050	2,050
B-05-185	0	0	0	0	2,550	2,550
B-05-190	0	0	0	0	3,050	3,050
B-05-193	0	0	0	0	2,450	2,450

B Materials

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

C Construction

C.1 Surface Preparation

Before overcoating or power tool cleaning, solvent clean all surfaces to be coated according to SSPC-SP1. A SSPC-SP 15 power Tool Cleaning according to Steel Structures Painting Council Specification 15 will be required on all metal surfaces to be painted with a three-coat system. Prime the same day, or re-clean before application, all metal surfaces receiving a No. 15 cleaning.

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

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

C.2 Painting

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

C.3 Coating Application

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

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

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

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

D Measurement

The department will measure Structure Overcoating Cleaning and Priming (Structure #) 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
517.3001.S.01	Structure Overcoating Cleaning and Priming B-05-180	EACH
517.3001.S.02	Structure Overcoating Cleaning and Priming B-05-185	EACH
517.3001.S.03	Structure Overcoating Cleaning and Priming B-05-190	EACH
517.3001.S.04	Structure Overcoating Cleaning and Priming B-05-193	EACH

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

stp-517-036 (20210708)

**36. Containment and Collection of Waste Materials B-05-180, Item 517.4001.S.01;
Containment and Collection of Waste Materials B-05-185, Item 517.4001.S.02;
Containment and Collection of Waste Materials B-05-190, Item 517.4001.S.03;
Containment and Collection of Waste Materials B-05-193, Item 517.4001.S.04.**

A Description

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

B Materials

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

C Construction

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

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

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

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

D Measurement

The department will measure Containment and Collection of Waste Materials (Structure #) 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
517.4001.S	Containment and Collection of Waste Materials B-05-180	EACH
517.4001.S	Containment and Collection of Waste Materials B-05-185	EACH
517.4001.S	Containment and Collection of Waste Materials B-05-190	EACH
517.4001.S	Containment and Collection of Waste Materials B-05-193	EACH

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

stp-517-037 (20210708)

37. Portable Decontamination Facility, Item 517.6001.S.

A Description

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

B Materials

Supply and operate all equipment in accordance with OSHA.

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

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

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

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

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

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

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.6001.S	Portable Decontamination Facility	EACH

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

stp-517-060 (20140630)

**38. Culvert Pipe Liners, 18-Inch, Item 520.9700.S;
Cleaning Culvert Pipes for Liner Verification, Item 520.9750.S.**

A Description

This special provision describes providing, verifying, and pressure grouting culvert pipe liners for circular culverts.

B Materials

B.1 General

Provide flow calculations at the preconstruction conference. Use contractor-proposed liner properties, the Manning's coefficients listed on the department's approved products list, and base calculations on existing culvert sizes and liner sizes the plans show. Ensure that pipes when lined have a capacity within ±5% of the original full flow capacity of the pipe.

B.2 Flexible Pipe Liner

Use liners with a Manning's coefficient value published on the department's approved products list. Upon delivery provide manufacturer certificates of compliance certifying that the liners conform to the following:

Pipe Type	ASTM Designation	ASTM D3350 Resin
High Density Polyethylene (HDPE)		
Profile Wall Pipe	F894	345463C
Solid Wall Pipe	F714	345463C
Polyvinylchloride (PVC)	F949	---

B.3 Grout

B.3.1 Cement

Furnish cement meeting the requirements of standard spec 501.2.4.1 for Type I or II Portland Cement.

B.3.2 Fly Ash

Furnish Class C or F Fly Ash meeting the requirements of standard spec 501.2.4.2.2.

B.3.3 Sand

Furnish natural sand meeting the fine aggregate requirements of standard spec 501.2.7.2 and the size requirements of standard spec 501.2.7 except the percent passing the number 200 sieve shall be 0-5 percent by weight.

B.3.4 Water

Furnish water meeting the requirements of standard spec 501.2.6.

B.3.5 Mix Design

Use the basic proportions of dry materials per cubic yard of grout as follows:

- Cement 100 pounds
- Fly Ash 400 pounds
- Fine Aggregate 2600 pounds

Air entraining and chemical admixtures to control fluidity of the grout are allowable. Ten days before placement, furnish to the engineer a design mix detailing all components and their proportions in the mix.

B.3.6 Cellular Grout

Alternatively, the contractor may use, or if the manufacturer recommends, an engineer-approved commercial cellular concrete grout conforming to the following:

Cement	ASTM C150	Type I or II
Density	ASTM C495 (no oven drying)	50 pcf min
Compressive Strength	ASTM C495	300 psi @ 28 day min 100 psi in 24 hours
Shrinkage	ASTM	1% by volume
Flow	ASTM C939	35 sec max

C Construction

C.1 General

As soon as possible after contract execution, survey existing culvert pipes to determine which culverts need cleaning in order to verify the required liner diameter and length. Notify the engineer before cleaning to confirm payment under the Cleaning Culvert Pipes for Liner Verification bid item.

Coordinate with the engineer to field verify culvert diameter and length, shape, material, and condition before ordering the liners.

Obtain easements if necessary for installing long sections of pipe.

C.2 Excavating and Cleaning

Before inserting the liner, clean and dry the pipe. Excavate and pump as required to remove debris and other materials that would interfere with the placement or support of the inserted liner. Dispose of and replace unserviceable endwalls as the engineer directs.

C.3 Flow Diversion

Maintain drainage at and through worksite during construction according to standard spec 107.20, 205 and 520. Use existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Provide, operate, and maintain pumps to bypass flow or dewater during construction as necessary. Unless otherwise approved by the engineer, dewater by bypassing or diverting flow during bulkheading and grouting operations. Provide a plan for controlling flow and dewatering (including sediment treatment as required) as part of the project EQIP.

C.4 Placing Liners

Unload liners using slings and boom-type trucks or equivalents. Do not use chains or wire rope to handle liners and do not dump liners from the trucks when unloading.

Install liners such that the alignment and invert lie true to the lines, grades, and elevations in the plan. In absence of plan details, install liners horizontally to provide even annular space between the host pipe and sides of the liner. Install liners vertically with the invert as close to the host pipe invert as possible.

Obtain additional easements, if necessary, for installing long sections of liner.

Connect joints and install the liner per the manufacturer's recommendations and this part.

C.5 Pressure Grouting

Furnish a written plan for grouting the annular space between the host pipe and culvert pipe liner to the engineer for acceptance. Furnish the grouting plan prior to or at the project preconstruction conference so that it can be reviewed and discussed. At a minimum, the grouting plan shall consist of the following:

- Intended grout mix(es)
- Testing methods and frequency
- Pumping equipment and pressure regulation
- Intended grout staging
- Grout monitoring
- Bracing/floatation control

Include a description of staging in the grouting plan. Based on the length and slope of the host culvert, multiple stages may be required to minimize external loads on the culvert pipe liner. Develop the staging plan with the manufacturer based on the recommended maximum loading for the culvert pipe liner and the condition of the host culvert. Unless approved by the manufacturer, in no case shall a single lift of grout exceed 1/3rd the pipe external diameter at any point in the pour.

After the liner is in place, fill the area between the original culvert and the liner completely with grout per the accepted grouting plan. Block, grout in lifts, or otherwise secure liners to prevent floatation or deformation of the liner while grouting. Grout ports can be fabricated to allow placement of anti-floatation bracing or spacers.

Use a grout plant that is capable of accurately measuring, proportioning, mixing, and discharging by volume and at discharge pressures the liner manufacturer recommends. Do not exceed manufacturer-specified maximum pressures. Place grout in lifts to prevent exceeding maximum allowable pressures and to prevent floatation.

Use grout and witness ports to vent grouting and monitoring grouting progress. Plug ports as necessary as grout reaches them.

Do not remove any bracing inside of the liner until the grouting process is complete.

C.6 Assembly, Floatation, and Deflection Mitigation

Damage or misalignment due to assembly, floatation or deformation during grouting, or otherwise resulting from workmanship will be mitigated at the contractor's expense.

C.7 Site Restoration

Replace pipe sections damaged or collapsed during installation or grouting operations. Restore the grade to its original or improved cross section. Dispose of waste material.

D Measurement

The department will measure the Culvert Pipe Liners bid items by the linear foot measured in place for each culvert location, acceptably completed.

The department will measure Cleaning Culvert Pipes for Liner Verification as each culvert, acceptably cleaned. The department will only measure culverts the engineer approves 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
520.9700.S	Culvert Pipe Liners 18-Inch	LF
520.9750.S	Cleaning Culvert Pipes for Liner Verification	EACH

Payment for the Culvert Pipe Liners bid items is full compensation for providing pipe liners; obtaining easements; for excavation; for pumping to bypass flow, to clean pipes, for liner insertion or for grouting; for shoring and dewatering; for cleaning the existing pipe before liner installation; for pressure grouting; for replacing contractor-damaged pipe and endwalls; and for restoring the grade and disposing of waste materials.

The department will pay the contractor \$150 per cubic yard for grout required in excess of 110 percent of the theoretical quantity required to fill the space between the inside diameter of the existing pipe and the outside diameter of the liner.

Payment for Cleaning Culvert Pipes for Liner Verification is full compensation for cleaning required to verify liner length and diameter; for excavation; for pumping to bypass flow, to dewater, or to remove debris; and for disposing of waste material.

The department will pay separately for replacing unserviceable endwalls not rendered unserviceable by contractor operations under the appropriate contract endwall bid item, or absent the appropriate item as extra work.

stp-520-015 (20220107)

39. Reseal Crushed Aggregate Slope Paving, Item 604.9015.S.

A Description

This special provision describes sealing existing crushed aggregate slope paving as the engineer directs and conforming to standard spec 604 as modified in this special provision.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Clean all debris from the surface of the slope paving before applying asphalt. Apply sufficient asphalt so that it penetrates to seal the top 2 inches of aggregate; where existing asphalt is closer to the surface of the aggregate, apply less asphalt.

D Measurement

The department will measure Reseal Crushed Aggregate Slope Paving in area by the square yard of slope paving, acceptably resealed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9015.S	Reseal Crushed Aggregate Slope Paving	SY

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt.

stp-604-015 (20100709)

40. Midwest Guardrail System (MGS).

Add to standard spec 614.2.1 the following:

The Midwest Guardrail System installed along STH 172, ramps to/from IH 41 and IH 43, and all entrance and exit ramps to cross roads along STH 172 shall be attached to steel posts and notched plastic blockouts.

ner-614-005 (20180516)

41. Seeding.

Add the following to standard spec spec 630.2.1.5.1.1:

Table 630-3 may be used for the mixtures provided in the table:

TABLE 630-3 (OPTIONAL SEED MIXTURES)

SPECIES COMMON NAME (Acceptable Varieties)	SPECIES BOTANICAL NAME	PURITY minimum %	GERMINATION minimum %	MIXTURE PROPORTIONS (in percent) Two options for each mix type							
				NO.10		NO.20		NO.30		NO.40	
				#1	#2	#1	#2	#1	#2	#1	#2
Kentucky Bluegrass (Low Maintenance)	Poa pratensis	98	85	40	42	6	6	10	13	35	35
* Red Fescue (Creeping)	Festuca rubra	97	85	10	13	5	7	15	15	10	15
Hard Fescue (Improved)	Festuca ovina var. duriuscula	97	85			24	22	25	25	20	20
Tall Fescue (Improved Turf Type)	Festuca arundinacea	98	85			40	40				
Salt Grass (Fult's or Salty)	Puccinella distans	98	85					15	15		
Redtop	Agrostis alba	92	85	5	5						
Perennial Ryegrass	Lolium perenne	96	85	25	30	25	25	25	32	25	30
White Clover	Trifolium repens	95	90	10	10						
Chewings Fescue	Festuca rubra var. commutata	98	85	10				10		10	
Sheep's Fescue	Festuca ovina	97	85								

* A blend of fescue type will be permitted to achieve the specified Red Fescue (Creeping) percentage using any of the following varieties as substitutes:

- Red Fescue (Creeping)
- Hard Fescue (Improved)
- Chewings Fescue
- Sheep's Fescue

42. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.

5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

stp-643-010 (20100709)

43. Digital Speed Limit Sign Assembly.

A Description

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

B Materials

Lay out signs according to the plans.

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

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

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

Provide a control unit that can be accessed remotely.

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

C Construction

C.1 General

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

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

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

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

Ensure the system operates continuously when deployed on the project.

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

C.2 Programming

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

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

D Measurement

The department will not measure the work performed under this special provision.

E Payment

The department will not pay directly for providing the digital speed limit assembly. Providing digital speed limit assembly shall be incidental to the Traffic Control Signs bid item.

stp-643-035 (20180628)

44. 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.

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 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)

Provide an ASM 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:

1. 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 (DOTBTOWorkzone@dot.wi.gov) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

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

C Construction

C.1 General

Install and reposition Basic Traffic Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations (DOTBTOWorkzone@dot.wi.gov) 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 specified in the plans, place FBS on both sides of the roadway.

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

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

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

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

C.4 Programming

C.4.1 General

Program the 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.
2. 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.

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 NUMBER	DESCRIPTION	UNIT
643.1205.S	Basic Traffic Queue Warning System	DAY

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 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

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

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

stp-643-046 (20210113)

- 45. Installing and Maintaining Bird Deterrent System Station 1421+80 EB, Item 999.2000.S.01;
Installing and Maintaining Bird Deterrent System Station 1445+24 EB, Item 999.2000.S.02;
Installing and Maintaining Bird Deterrent System Station 1445+24 WB, Item 999.2000.S.03;
Installing and Maintaining Bird Deterrent System Station 1496+81 EB, Item 999.2000.S.04;
Installing and Maintaining Bird Deterrent System Station 1535+85 WB, Item 999.2000.S.05;
Installing and Maintaining Bird Deterrent System Station 1535+78 EB, Item 999.2000.S.06;
Installing and Maintaining Bird Deterrent System Station 1568+50 WB, Item 999.2000.S.07;
Installing and Maintaining Bird Deterrent System Station 1601+51 WB, Item 999.2000.S.08;
Installing and Maintaining Bird Deterrent System Station 1618+76 WB, Item 999.2000.S.09;
Installing and Maintaining Bird Deterrent System Station 436+33 EB, Item 999.2000.S.10.**

A Description

This special provision describes inspecting, installing and/or maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. One deterrent system shall be installed and/or maintained for each applicable structure. Deterrent methods selected shall be appropriate for structure type, size and/or site-specific constraints.

B Materials

B.1 Hardware and Lumber

Lumber, hardware, and fastening devices shall be durable enough to last through the length of the nesting season. Fastening devices and deterrence system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers and paint systems

B.2 Netting Materials

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- a. 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene or polypropylene netting with minimum 40-pound breaking strength per strand, or engineer approved equal.
- b. Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and of equal length as the netting.

B.3 Plastic Strip Curtain

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting.

Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

B.4 Corner Slope Materials

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers or an approved equal.

C Construction

C.1 General

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison, James Doperalski at (920) 412-0165, or the department regional environmental coordinator, Lisa Lumley at (920) 360-6684.

Efforts should be made to release trapped birds, unharmed.

C.2 Nest Removal

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g. cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. Nest removal is not required if deterrents are installed before the start of the avoidance window unless nests interfere with successful installation of the deterrent.

Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

C.3 Exclusion Netting

C.3.1 Installation

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Eliminate any loose pockets or wrinkles that could trap and entangle birds. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

C.4 Plastic Curtains

C.4.1 Installation

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

C.5 Corner Slopes

C.5.1 Installation

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

C.6 Inspection and Maintenance

Inspect bird deterrent devices every two weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings.

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

C.7 Removal and Structure Repair

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary. Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

D Measurement

The department will measure Installing and Maintaining Bird Deterrent System (Station) as a single unit at each structure, acceptably completed.

The department will measure Maintaining Bird Deterrent System (Station) as a single unit at 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
999.2000.S.01	Installing and Maintaining Bird Deterrent System Station 1421+80 EB	EACH
999.2000.S.02	Installing and Maintaining Bird Deterrent System Station 1445+24 EB	EACH
999.2000.S.03	Installing and Maintaining Bird Deterrent System Station 1445+24 WB	EACH
999.2000.S.04	Installing and Maintaining Bird Deterrent System Station 1496+81 EB	EACH
999.2000.S.05	Installing and Maintaining Bird Deterrent System Station 1535+85 WB	EACH
999.2000.S.06	Installing and Maintaining Bird Deterrent System Station 1535+78 EB	EACH
999.2000.S.07	Installing and Maintaining Bird Deterrent System Station 1568+50 WB	EACH
999.2000.S.08	Installing and Maintaining Bird Deterrent System Station 1601+51 WB	EACH
999.2000.S.09	Installing and Maintaining Bird Deterrent System Station 1618+76 WB	EACH
999.2000.S.10	Installing and Maintaining Bird Deterrent System Station 436+33 EB	EACH

Payment for Installing and Maintaining Bird Deterrent System is full compensation for providing and installing deterrents that prevent migratory bird nesting; removing and disposing of unoccupied or partially constructed nests without eggs or nestlings; maintaining, repairing, replacing, supplementing, existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

Payment for Maintaining Bird Deterrent System is full compensation for inspecting structures for the presence of migratory birds, inspecting deterrents installed by others; maintaining, repairing, replacing, and supplementing existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20220107)

46. Grading, Shaping and Finishing Culvert Pipe and Apron Endwalls, Item SPV.0060.01; Grading, Shaping and Finishing Curb and Gutter Replacement, Item SPV.0060.02; Grading, Shaping and Finishing Wing Walls, Item SPV.0060.03; Grading, Shaping and Finishing Curb Ramps, Item SPV.0060.04.

A Description

Grade, Shape and Finish items outside of the shoulder point as the plans show and as follows.

B Materials

Furnish materials conforming to the following:

Common excavation and material disposal	205.2
Borrow	208.2
Topsoil.....	625.2
Mulch.....	627.2
Erosion mat.....	628.2
Fertilizer.....	629.2
Seeding	630.2

C Construction

Grade, shape and finish disturbed areas at the locations the plan show. Construct as plans show and engineer directs conforming to the following:

Common excavation and material disposal	205.3
Borrow	208.3
Topsoil.....	625.3
Mulch.....	627.3
Erosion mat.....	628.3
Fertilizer.....	629.3
Seeding	630.3

D Measurement

The department will measure Grading, Shaping and Finishing items as a unit for each location acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Grading, Shaping and Finishing Culvert Pipe and Apron Endwalls	EACH
SPV.0060.02	Grading, Shaping and Finishing Curb and Gutter Replacement	EACH
SPV.0060.03	Grading, Shaping and Finishing Wing Walls	EACH
SPV.0060.04	Grading, Shaping and Finishing Curb Ramps	EACH

Payment is full compensation for all, borrow, topsoil, erosion mat, mulch, fertilizer and seeding when items are out of the contract grading limits. If the work specified above falls within the contract grading limits, the department will pay separately for that work under the excavation, borrow, topsoil, erosion mat, mulch, fertilizer and seeding bid items.

**47. Remove Traffic Signal (STH 172 & Babcock Road), Item SPV.0060.05;
Remove Traffic Signal (STH 172 & CTH GV), Item SPV.0060.06.**

A Description

This work shall consist of removing the existing traffic signal equipment from the STH 172 intersections with Babcock Road and CTH GV according to the requirements of standard spec 657 and standard spec 658 of the Standard Specifications for Highway and Structure Construction, standard detail drawings, and as hereinafter provided.

B (Vacant)

C Construction

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

D Measurement

The department will measure Remove Traffic Signal (location) as a single unit at each intersection, 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.0060.05	Remove Traffic Signal (STH 172 & Babcock Road)	EACH
SPV.0060.06	Remove Traffic Signal (STH 172 & CTH GV)	EACH

Payment is full compensation for removal and transporting to the appropriate facility.

48. Pulling and Reconnecting Electrical Wiring, Item SPV.0060.07.

A Description

This special provision describes exposing the conduit, pulling the existing wiring from conduit, protecting the wiring during construction, placing the wiring into new conduit and reconnecting to restore connection.

B (Vacant)

C Construction

Expose and cut existing conduit and remove the wiring in a manner as to not damage the existing electrical wiring. Protect the existing wiring during construction operations of the sign structure.

Place conduit as specified in standard spec 652.

Pull the existing electrical wiring through the newly installed conduit and restore existing connections.

D Measurement

The department will measure Pulling and Reconnecting Electrical Wiring by each location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Pulling and Reconnecting Electrical Wiring	EACH

Payment is full compensation for excavation, cutting and removing existing conduit, disconnecting wiring, pulling wiring out of conduit, protecting wiring, providing and placing new conduit, pulling wiring back into new conduit, and restoring existing connections. Contractor is responsible for any damaged materials.

49. Cleaning Concrete Box Culvert B-05-184, Item SPV.0060.10.

A Description

This special provision describes removing of existing sediment, dirt, and any vegetation from the culvert floor, endwalls and upstream and downstream location of existing concrete box culverts cells at locations shown on the plan.

B (Vacant)

C Construction

Clean and remove the entire culvert structure floor and end walls areas of sediment, dirt, vegetation, or brush. Excavate and remove the existing upstream and downstream areas of sediment, dirt, vegetation, and brush as shown on the plans. Excavate areas to approximate streambed elevation or as the engineer directs. Dispose of material as specified in standard spec 205.3.12.

D Measurement

The department will measure Cleaning Concrete Box Culvert as each individual 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.0060.10	Cleaning Concrete Box Culvert B-05-184	EACH

Payment is full compensation for cleaning, excavating, and removing all sediment, dirt, vegetation, and brush from each culvert cell location, and for providing any erosion control and restoration items needed to successfully complete the work.

50. Concrete Curb and Gutter 24-Inch Type A, Item SPV.0090.01.

A Description

This special provision describes construction concrete curb and gutter according to the pertinent requirements of standard spec 601 and the construction details shown in the plan.

B Materials

Furnish materials conforming to standard spec 601.2.

C Construction

All construction methods shall conform to standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter 24-inch Type A by the linear foot, acceptably completed, as specified in standard spec 601.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb and Gutter 24-Inch Type A	LF

Payment is full compensation according to standard spec 601.5.

51. Concrete Curb and Gutter SHES 30-Inch Type A, Item SPV.0090.02.

A Description

This special provision describes constructing curb and gutter using special high early strength concrete at the locations shown in the plans, or as directed by the engineer.

B Materials

Furnish concrete that conforms to the requirements for special high early strength concrete according to standard spec 416.2.1 and standard spec 416.2.5. Provide joint filler conforming to the pertinent requirements of standard spec 415.2.3. Provide QMP for class II ancillary concrete as specified in standard spec 716.

C Construction

All construction methods shall conform to standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter SHES 30-inch Type A 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.0090.02	Concrete Curb and Gutter SHES 30-Inch Type A	LF

Payment is full compensation according to standard spec 601.5.

52. Bridge Deck Crack Sealing, Item SPV.0090.10.

A Description

This special provision describes sealing and repairing cracks in the bridge deck with a two-part low viscosity urethane or epoxy resin according to the plan details, manufacturer's recommendations or requirements, and as hereinafter provided.

B Materials

Provide a commercial low-viscosity crack sealer selected from the department's approved products list for Structures, Low viscosity bridge deck sealers located on the department's website. Before using, submit the product information to the engineer for approval.

C Construction

C.1 Preparation

Clean all cracks to be sealed by mechanical means, i.e. sandblasting, high-pressure air, etc., as approved by the department. Cracks should be free of dirt, oil, dust and foreign objects. All surfaces must be clean and dry. Follow additional preparation requirements recommended or required by the manufacturer.

C.2 Mixing and Application

If mixing is necessary, mix and apply according to the manufacturer's recommendations. Application may be by gravity feed if the product is designed for such an application. Use cartridges and cartridge guns provided by the manufacturer or bulk mixing following the manufacturer's instructions for larger batches.

C.3 Surface Cracks

Follow manufacturer's recommendations for preparation and placement. When necessary, per manufacturer's recommendations, manufactured sand may be used to fill cracks prior to sealant. Work with one small section at a time. Fill all repair areas to grade. Follow manufacturer's recommendations for handling excess material and clean up.

D Measurement

The department will measure Bridge Deck Crack Sealing by the linear feet of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Bridge Deck Crack Sealing	LF

Payment is full compensation for cleaning and drying the cracks; furnishing and placing the sealant; and furnishing and placing small quantities of manufactured sand.

53. Joint Sealing, Item SPV.0090.11.

A Description

This special provision describes furnishing and installing joint sealer as shown on the plans, and as hereinafter provided.

B Materials

Furnish a sealant material meeting the requirements of ASTM D6690 Type II: 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
- 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.

C Construction

Add the following to standard spec 415.3 as follows:

Joints shall not be sealed until after they have been inspected and approved by the engineer.

Application of joint sealer shall be made when the joint surfaces are clean and dry.

Immediately before sealing joint, thoroughly clean joint to remove existing joint sealing material and other foreign material. Joints shall be cleaned and dried to accept the sealing material according to the manufacturer's recommendations.

D Measurement

The department will measure Joint Sealing by the linear foot in place along the joint, 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.0090.11	Joint Sealing	LF

Payment is full compensation for cleaning the joints, furnishing and applying the sealant.

**54. Concrete Base SHES 9-Inch, Item SPV.0180.01;
Concrete Base SHES 11 1/2-Inch, SPV.0180.02.**

A Description

The special provision describes providing special high early strength concrete base. Conform to standard spec 320 and as follows:

B Materials

Furnish concrete as specified in standard spec 416.2.

C Construction

Place concrete as specified in standard spec 320.3.

D Measurement

The department will measure Concrete Base SHES 9-Inch and Concrete Base SJES 11 1/2-Inch by the square yard, 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.0180.01	Concrete Base SHES 9-Inch	SY
SPV.0180.02	Concrete Base SHES 11 1/2-Inch	SY

The department will pay for Concrete Base SHES as specified in standard spec 320.5.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 12 (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups,

disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

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

1. Definitions

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

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) 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): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
- (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
- (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
- (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
- (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
- (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
- (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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 [ASP-3 and Good Faith Effort Guidance](#) 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: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE_Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

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

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

- (1) 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)
 - a. 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 Expeditors, Packagers, Manufacturers' Representatives

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

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

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

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

- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE_Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- 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 [Application to Use Joint Checks](#) after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 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: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](http://Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov)). 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.

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)

Please check all that apply:

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

Prime Contractor Contact: _____ DBE: _____
 Phone: _____ Fax: _____
 Email: _____

Please circle the proposals and items you will be quoting below and contact us with any questions

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

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

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 your 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 date. 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**)
- 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 time and date. 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: 414-555-5555
 Cell: 414-555-5556

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 **solicit and utilize** 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 **time and date**. 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: 414-555-5556

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 or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	<p>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.</p> <p><i>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)</i></p>		
Selected Work Items Documentation	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
Documentation of Project Information provided to Interested DBEs	<p>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.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
Documentation of Negotiation with Interested DBEs	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
Documentation of Sound Reason for Rejecting DBEs	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>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.</i></p>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	<p>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.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
Documentation of other GFE activities	<p><i>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</i></p>		
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	
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) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

<p>FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p>FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.</p> <p>FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.</p>	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

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 may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <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:

416.2.4 Concrete Pavement Repair and Replacement

Replace the entire text with the following effective with the November 2022 letting:

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement

416.2.5.1 Composition and Proportioning of Concrete

Replace paragraph one with the following effective with the November 2022 letting:

- (1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

455.2.4.3 Emulsified Asphalts

Replace paragraph one with the following effective with the November 2022 letting:

- (1) Furnish material conforming, before dilution, to the following:
 - Anionic emulsified asphalts^[1]..... AASHTO M140
 - Cationic emulsified asphalts^[1] AASHTO M208
 - Polymer-modified cationic emulsified asphalts AASHTO M316
- ^[1] Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs ^[1]	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44) ^[2]	97.5% min	97.5% min

^[1] Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).
^[2] The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

455.2.5 Tack Coat

Replace paragraph one with the following effective with the November 2022 letting:

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an “h” suffix, unless the contract specifies otherwise.

710.5.7 Corrective Action

710.5.7.1 Optimized Aggregate Gradations

Replace paragraph one with the following effective with the November 2022 letting:

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
 - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
 1. Document and provide corrective action results to the engineer as soon as they are available.
 2. Department will conduct two tests within the next business day after corrective action is complete.
 - If blended aggregate gradations are within the tarantula curve limits by the second department test:
 - Continue with concrete production.
 - Include a break in the 4-point running average.
 - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
 - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
 - Submit a new optimized aggregate gradation mix design and perform the following:
 1. Restart control charts for the new mix design.
 2. Amend contractor Quality Control Plan

715.5 Payment

Replace the entire text with the following effective with the November 2022 letting:

715.5.1 General

- (1) The department will pay incentive for concrete strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
 - Compressive strength of 3700 psi for pavements.
 - Flexural strength of 650 psi for pavements.
 - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Pavements

715.5.2.1 Compressive

- (1) The department will adjust pay for each lot using equation “QMP 3.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.1 \times \text{PWL}) - 9.5$
>= 85 to < 95	0
>= 30 to < 85	$(1.5/55 \times \text{PWL}) - 127.5/55$
< 30	-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.2.2 Flexural

- (1) The department will adjust pay for each lot using equation “QMP 6.02” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.2 \times \text{PWL}) - 19$
>= 85 to < 95	0
>= 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.3 Structures and Cast-in-Place Barrier

- (1) The department will adjust pay for each lot using equation “QMP 2.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 99 to 100	10
>= 90 to < 99	0
>= 50 to < 90	$(7/8 \times \text{PWL}) - 78.75$
< 50	-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. 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 paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. 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 design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) 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 non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of 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. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 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 journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract 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 (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 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. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

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)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 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 longstanding 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 200.326.

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 200.326.

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 (<https://www.sam.gov/>). 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.

* * * * *

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.

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 contractor). "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 (<https://www.sam.gov/>), 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) 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;

(b) 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

(c) 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)

2. 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

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 M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) 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 smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of 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 OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.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://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel exemptions and their associated costs to the certification form.

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

Superseded General Decision Number: WI20210010

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)(2)-(60).

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 \$15.00 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 2022.
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 \$11.25 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 2022.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

1	01/21/2022
2	02/04/2022
3	02/25/2022
4	03/11/2022
5	03/18/2022
6	04/29/2022
7	05/13/2022
8	06/17/2022
9	07/08/2022
10	07/22/2022
11	07/29/2022
12	08/12/2022
13	09/16/2022
14	10/14/2022

BRWI0001-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.81	25.17

BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.35	23.89

BRWI0002-005 06/01/2021

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...	\$ 37.73	24.15

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.30	26.03

BRWI0006-002 06/01/2021

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.78	24.20

BRWI0007-002 06/01/2021		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.38	25.31

BRWI0008-002 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.38	24.64

BRWI0011-002 06/01/2021		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0019-002 06/01/2021		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.31	25.67

BRWI0034-002 06/01/2021		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.53	25.16

* CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,

CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 05/29/2022		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK

(except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.49	22.09

ELEC0014-007 05/29/2022

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer.....	\$ 29.63	3%+16.18
Installer/Technician.....	\$ 28.50	15.92

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

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.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 05/30/2021		

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:.....	\$ 36.22	26%+11.24

ELEC0430-002 06/01/2022		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 45.02	24.35

ELEC0494-005 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet

Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE,
 MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

 ELEC0577-003 06/01/2021

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:.....	\$ 35.66	29.50%+10.00

 ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.27	25.95
Group 2.....	\$ 42.77	25.95
Group 3.....	\$ 42.27	25.95
Group 4.....	\$ 42.01	25.95
Group 5.....	\$ 41.72	25.95
Group 6.....	\$ 35.82	25.95

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
 EPA Level ""B"" protection - \$2.00 per hour
 EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

 IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 IRON0383-001 06/05/2022

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.....	\$ 39.00	28.58

 IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

LAB00113-002 06/01/2022

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.65	23.09
Group 2.....	\$ 32.80	23.09
Group 3.....	\$ 33.00	23.09
Group 4.....	\$ 33.15	23.09
Group 5.....	\$ 33.30	23.09
Group 6.....	\$ 29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.90	23.09
Group 2.....	\$ 32.00	23.09
Group 3.....	\$ 32.05	23.09
Group 4.....	\$ 32.25	23.09
Group 5.....	\$ 32.10	23.09
Group 6.....	\$ 28.99	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.71	23.09
Group 2.....	\$ 31.86	23.09
Group 3.....	\$ 32.06	23.09
Group 4.....	\$ 32.03	23.09
Group 5.....	\$ 32.36	23.09
Group 6.....	\$ 28.85	23.09

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2022

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.42	18.68
Group 2.....	\$ 36.52	18.68
Group 3.....	\$ 36.57	18.68
Group 4.....	\$ 36.77	18.68
Group 5.....	\$ 36.62	18.68
Group 6.....	\$ 33.05	18.68

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.70	18.68

Group 2.....	\$ 36.80	18.68
Group 3.....	\$ 36.85	18.68
Group 4.....	\$ 37.05	18.68
Group 5.....	\$ 36.90	18.68
Group 6.....	\$ 33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 33.99	22.70
Spray, Sandblast, Steel....	\$ 34.59	22.70
Repaint:		
Brush, Roller.....	\$ 33.09	22.70
Spray, Sandblast, Steel....	\$ 32.49	22.70

* PAIN0108-002 06/01/2022

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 39.60	21.79
Spray & Sandblast.....	\$ 40.60	21.79

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

* PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 38.15	24.80
Brush.....	\$ 37.40	24.80
Spray & Sandblast.....	\$ 38.15	24.80

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2021

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.....	\$ 29.98	18.78

* PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0100 Removing Small Pipe Culverts	4.000 EACH	_____.	_____.
0004	203.0220 Removing Structure (structure) 10. B-05-171	1.000 EACH	_____.	_____.
0006	203.0220 Removing Structure (structure) 11. B-05-172	1.000 EACH	_____.	_____.
0008	203.0220 Removing Structure (structure) 12. B-05-178	1.000 EACH	_____.	_____.
0010	203.0220 Removing Structure (structure) 13. B-05-179	1.000 EACH	_____.	_____.
0012	203.0220 Removing Structure (structure) 14. B-05-180	1.000 EACH	_____.	_____.
0014	203.0220 Removing Structure (structure) 15. B-05-181	1.000 EACH	_____.	_____.
0016	204.0100 Removing Concrete Pavement	3,657.000 SY	_____.	_____.
0018	204.0105 Removing Concrete Pavement Butt Joints	877.000 SY	_____.	_____.
0020	204.0109.S Removing Concrete Surface Partial Depth	110.000 SF	_____.	_____.
0022	204.0110 Removing Asphaltic Surface	2,021.000 SY	_____.	_____.
0024	204.0115 Removing Asphaltic Surface Butt Joints	998.000 SY	_____.	_____.
0026	204.0120 Removing Asphaltic Surface Milling	349,270.000 SY	_____.	_____.
0028	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	85,223.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0150 Removing Curb & Gutter	1,349.000 LF	_____.	_____.
0032	204.0155 Removing Concrete Sidewalk	3,302.000 SY	_____.	_____.
0034	204.0165 Removing Guardrail	33,960.000 LF	_____.	_____.
0036	204.0180 Removing Delineators and Markers	611.000 EACH	_____.	_____.
0038	204.0190 Removing Surface Drains	10.000 EACH	_____.	_____.
0040	204.0220 Removing Inlets	23.000 EACH	_____.	_____.
0042	204.0245 Removing Storm Sewer (size) 01. 24-Inch	72.000 LF	_____.	_____.
0044	204.0246 Removing Ancillary Structure (structure) 10. S-05-188	1.000 EACH	_____.	_____.
0046	204.0246 Removing Ancillary Structure (structure) 11. S-05-189	1.000 EACH	_____.	_____.
0048	204.0270 Abandoning Culvert Pipes	21.000 EACH	_____.	_____.
0050	204.9060.S Removing (item description) 01. Sand Barrel Arrays	5.000 EACH	_____.	_____.
0052	204.9180.S Removing (item description) 01. Removing Asphaltic Surface Milling Special	5,011.000 SY	_____.	_____.
0054	205.0100 Excavation Common	4,577.000 CY	_____.	_____.
0056	206.1001 Excavation for Structures Bridges (structure) 10. B-05-171	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	206.1001 Excavation for Structures Bridges (structure) 11. B-05-172	1.000 EACH	_____.	_____.
0060	206.1001 Excavation for Structures Bridges (structure) 12. B-05-178	1.000 EACH	_____.	_____.
0062	206.1001 Excavation for Structures Bridges (structure) 13. B-05-179	1.000 EACH	_____.	_____.
0064	206.1001 Excavation for Structures Bridges (structure) 14. B-05-180	1.000 EACH	_____.	_____.
0066	206.1001 Excavation for Structures Bridges (structure) 15. B-05-181	1.000 EACH	_____.	_____.
0068	210.1500 Backfill Structure Type A	225.000 TON	_____.	_____.
0070	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0072	211.0101 Prepare Foundation for Asphaltic Paving (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0074	211.0201 Prepare Foundation for Concrete Pavement (project) 01. 1210-11-71	1.000 EACH	_____.	_____.
0076	213.0100 Finishing Roadway (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0078	213.0100 Finishing Roadway (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0080	305.0110 Base Aggregate Dense 3/4-Inch	14,668.000 TON	_____.	_____.
0082	305.0120 Base Aggregate Dense 1 1/4-Inch	3,064.000 TON	_____.	_____.
0084	312.0110 Select Crushed Material	4,065.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0086	320.0125 Concrete Base 6-Inch	83.000 SY	_____.	_____.
0088	320.0155 Concrete Base 9-Inch	120.000 SY	_____.	_____.
0090	390.0303 Base Patching Concrete	714.000 SY	_____.	_____.
0092	390.0403 Base Patching Concrete Shes	9,017.000 SY	_____.	_____.
0094	390.0501.S Base Patching Asphaltic for HMA Interlayer (project) 01. 1210-11-71	1.000 EACH	_____.	_____.
0096	405.0100 Coloring Concrete WisDOT Red	60.000 CY	_____.	_____.
0098	415.0090 Concrete Pavement 9-Inch	5,900.000 SY	_____.	_____.
0100	416.0512 Concrete Truck Apron 12-Inch	540.000 SY	_____.	_____.
0102	416.0610 Drilled Tie Bars	4,752.000 EACH	_____.	_____.
0104	416.0620 Drilled Dowel Bars	11,302.000 EACH	_____.	_____.
0106	416.1010 Concrete Surface Drains	27.200 CY	_____.	_____.
0108	455.0605 Tack Coat	70,096.000 GAL	_____.	_____.
0110	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	1.000 EACH	_____.	_____.
0112	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	1.000 EACH	_____.	_____.
0114	460.0115.S HMA Pavement Test Strips Volumetrics	2.000 EACH	_____.	_____.
0116	460.0120.S HMA Pavement Test Strips Density	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	460.2000 Incentive Density HMA Pavement	45,240.000 DOL	1.00000	45,240.00
0120	460.2005 Incentive Density PWL HMA Pavement	17,640.000 DOL	1.00000	17,640.00
0122	460.2010 Incentive Air Voids HMA Pavement	17,640.000 DOL	1.00000	17,640.00
0124	460.4210.S HMA Pavement Interlayer	5,214.000 TON	_____.	_____.
0126	460.5224 HMA Pavement 4 LT 58-28 S	33,907.000 TON	_____.	_____.
0128	460.6224 HMA Pavement 4 MT 58-28 S	1,795.000 TON	_____.	_____.
0130	460.7224 HMA Pavement 4 HT 58-28 S	17,641.000 TON	_____.	_____.
0132	460.8624 HMA Pavement 4 SMA 58-28 V	35,074.000 TON	_____.	_____.
0134	460.9000.S Material Transfer Vehicle	1.000 EACH	_____.	_____.
0136	465.0105 Asphaltic Surface	4,478.000 TON	_____.	_____.
0138	465.0110 Asphaltic Surface Patching	300.000 TON	_____.	_____.
0140	465.0400 Asphaltic Shoulder Rumble Strips	182,130.000 LF	_____.	_____.
0142	502.0100 Concrete Masonry Bridges	99.000 CY	_____.	_____.
0144	502.3205 Pigmented Surface Sealer Reseal	4,898.000 SY	_____.	_____.
0146	502.3210 Pigmented Surface Sealer	45.000 SY	_____.	_____.
0148	502.4205 Adhesive Anchors No. 5 Bar	54.000 EACH	_____.	_____.
0150	502.4206 Adhesive Anchors No. 6 Bar	63.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	505.0600 Bar Steel Reinforcement HS Coated Structures	11,310.000 LB	_____.	_____.
0154	509.0301 Preparation Decks Type 1	29.000 SY	_____.	_____.
0156	509.0302 Preparation Decks Type 2	11.000 SY	_____.	_____.
0158	509.0310.S Sawing Pavement Deck Preparation Areas	280.000 LF	_____.	_____.
0160	509.1500 Concrete Surface Repair	342.000 SF	_____.	_____.
0162	509.2100.S Concrete Masonry Deck Repair	6.000 CY	_____.	_____.
0164	511.1200 Temporary Shoring (structure) 10. B-05-171	230.000 SF	_____.	_____.
0166	511.1200 Temporary Shoring (structure) 11. B-05-172	230.000 SF	_____.	_____.
0168	511.1200 Temporary Shoring (structure) 12. B-05-178	460.000 SF	_____.	_____.
0170	511.1200 Temporary Shoring (structure) 13. B-05-179	230.000 SF	_____.	_____.
0172	511.1200 Temporary Shoring (structure) 14. B-05-180	460.000 SF	_____.	_____.
0174	511.1200 Temporary Shoring (structure) 15. B-05-181	460.000 SF	_____.	_____.
0176	516.0500 Rubberized Membrane Waterproofing	18.000 SY	_____.	_____.
0178	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-05-150	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	517.3001.S Structure Overcoating Cleaning and Priming (structure) 02. B-05-185	1.000 EACH	_____.	_____.
0182	517.3001.S Structure Overcoating Cleaning and Priming (structure) 03. B-05-190	1.000 EACH	_____.	_____.
0184	517.3001.S Structure Overcoating Cleaning and Priming (structure) 04. B-05-193	1.000 EACH	_____.	_____.
0186	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-05-150	1.000 EACH	_____.	_____.
0188	517.4001.S Containment and Collection of Waste Materials (structure) 02. B-05-185	1.000 EACH	_____.	_____.
0190	517.4001.S Containment and Collection of Waste Materials (structure) 03. B-05-190	1.000 EACH	_____.	_____.
0192	517.4001.S Containment and Collection of Waste Materials (structure) 04. B-05-193	1.000 EACH	_____.	_____.
0194	517.6001.S Portable Decontamination Facility	4.000 EACH	_____.	_____.
0196	520.8700 Cleaning Culvert Pipes	3.000 EACH	_____.	_____.
0198	520.9700.S Culvert Pipe Liners (size) 01. 18-Inch	59.000 LF	_____.	_____.
0200	520.9750.S Cleaning Culvert Pipes for Liner Verification	1.000 EACH	_____.	_____.
0202	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	96.000 LF	_____.	_____.
0204	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	148.000 LF	_____.	_____.
0206	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0210	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	_____.	_____.
0212	524.0130 Culvert Pipe Salvaged 30-Inch	8.000 LF	_____.	_____.
0214	524.0136 Culvert Pipe Salvaged 36-Inch	16.000 LF	_____.	_____.
0216	524.0624 Apron Endwalls for Culvert Pipe Salvaged 24-Inch	2.000 EACH	_____.	_____.
0218	524.0630 Apron Endwalls for Culvert Pipe Salvaged 30-Inch	2.000 EACH	_____.	_____.
0220	524.0636 Apron Endwalls for Culvert Pipe Salvaged 36-Inch	1.000 EACH	_____.	_____.
0222	531.1100 Concrete Masonry Ancillary Structures Type NS	43.000 CY	_____.	_____.
0224	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	3,400.000 LB	_____.	_____.
0226	531.1160 Steel Reinforcement HS Coated Ancillary Structures Type NS	5,760.000 LB	_____.	_____.
0228	531.2036 Drilling Shaft 36-Inch	106.000 LF	_____.	_____.
0230	531.6020 Foundation Two-Shaft Type FC-II (structure) 11. S-05-389	1.000 EACH	_____.	_____.
0232	532.6010 Truss Cantilever 4-Chord Type I (structure) 10. S-05-388	1.000 EACH	_____.	_____.
0234	532.6020 Truss Cantilever 4-Chord Type II (structure) 11. S-05-389	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0236	601.0405 Concrete Curb & Gutter 18-Inch Type A	20.000 LF	_____.	_____.
0238	601.0409 Concrete Curb & Gutter 30-Inch Type A	532.000 LF	_____.	_____.
0240	601.0501 Concrete Curb & Gutter Integral 4-Inch Sloped 36-Inch	211.000 LF	_____.	_____.
0242	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A	281.000 LF	_____.	_____.
0244	601.0574 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type G	345.000 LF	_____.	_____.
0246	601.0581 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type R	810.000 LF	_____.	_____.
0248	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	561.000 LF	_____.	_____.
0250	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	697.000 LF	_____.	_____.
0252	601.0600 Concrete Curb Pedestrian	203.000 LF	_____.	_____.
0254	602.0405 Concrete Sidewalk 4-Inch	237.000 SF	_____.	_____.
0256	602.0410 Concrete Sidewalk 5-Inch	4,303.000 SF	_____.	_____.
0258	602.0515 Curb Ramp Detectable Warning Field Natural Patina	349.000 SF	_____.	_____.
0260	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	66.000 SF	_____.	_____.
0262	603.8000 Concrete Barrier Temporary Precast Delivered	3,175.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0264	603.8125 Concrete Barrier Temporary Precast Installed	3,925.000 LF	_____.	_____.
0266	604.9015.S Reseal Crushed Aggregate Slope Paving	3,270.000 SY	_____.	_____.
0268	606.0200 Riprap Medium	44.000 CY	_____.	_____.
0270	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	72.000 LF	_____.	_____.
0272	611.0652 Inlet Covers Type T	2.000 EACH	_____.	_____.
0274	611.3225 Inlets 2x2.5-FT	2.000 EACH	_____.	_____.
0276	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0278	611.8115 Adjusting Inlet Covers	30.000 EACH	_____.	_____.
0280	611.9705 Salvaged Manhole Covers	1.000 EACH	_____.	_____.
0282	611.9710 Salvaged Inlet Covers	1.000 EACH	_____.	_____.
0284	612.0406 Pipe Underdrain Wrapped 6-Inch	225.000 LF	_____.	_____.
0286	614.0010 Barrier System Grading Shaping Finishing	89.000 EACH	_____.	_____.
0288	614.0150 Anchor Assemblies for Steel Plate Beam Guard	9.000 EACH	_____.	_____.
0290	614.0220 Steel Thrie Beam Bullnose Terminal	10.000 EACH	_____.	_____.
0292	614.0230 Steel Thrie Beam	1,980.000 LF	_____.	_____.
0294	614.0700 Sand Barrels Arrays	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0296	614.0905 Crash Cushions Temporary	8.000 EACH	_____.	_____.
0298	614.2300 MGS Guardrail 3	29,809.000 LF	_____.	_____.
0300	614.2500 MGS Thrie Beam Transition	2,260.900 LF	_____.	_____.
0302	614.2610 MGS Guardrail Terminal EAT	64.000 EACH	_____.	_____.
0304	614.2620 MGS Guardrail Terminal Type 2	30.000 EACH	_____.	_____.
0306	616.0404 Fence Chain Link Salvaged 4-FT	25.000 LF	_____.	_____.
0308	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0310	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0312	619.1000 Mobilization	1.000 EACH	_____.	_____.
0314	620.0300 Concrete Median Sloped Nose	209.000 SF	_____.	_____.
0316	624.0100 Water	53.000 MGAL	_____.	_____.
0318	625.0500 Salvaged Topsoil	2,045.000 SY	_____.	_____.
0320	628.1504 Silt Fence	3,720.000 LF	_____.	_____.
0322	628.1520 Silt Fence Maintenance	3,720.000 LF	_____.	_____.
0324	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0326	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0328	628.2002 Erosion Mat Class I Type A	2,056.000 SY	_____.	_____.
0330	628.2006 Erosion Mat Urban Class I Type A	43.000 SY	_____.	_____.
0332	628.7005 Inlet Protection Type A	1.000 EACH	_____.	_____.
0334	628.7015 Inlet Protection Type C	22.000 EACH	_____.	_____.
0336	628.7504 Temporary Ditch Checks	39.000 LF	_____.	_____.
0338	628.7555 Culvert Pipe Checks	37.000 EACH	_____.	_____.
0340	629.0210 Fertilizer Type B	1.200 CWT	_____.	_____.
0342	630.0130 Seeding Mixture No. 30	42.700 LB	_____.	_____.
0344	630.0200 Seeding Temporary	62.000 LB	_____.	_____.
0346	630.0500 Seed Water	47.100 MGAL	_____.	_____.
0348	633.0100 Delineator Posts Steel	562.000 EACH	_____.	_____.
0350	633.0500 Delineator Reflectors	562.000 EACH	_____.	_____.
0352	633.1000 Delineators Barrier Wall	56.000 EACH	_____.	_____.
0354	633.5200 Markers Culvert End	24.000 EACH	_____.	_____.
0356	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	5.000 EACH	_____.	_____.
0358	637.1210 Signs Type I Reflective H	417.000 SF	_____.	_____.
0360	637.2210 Signs Type II Reflective H	8.000 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0362	638.2102 Moving Signs Type II	17.000 EACH	_____.	_____.
0364	638.2601 Removing Signs Type I	1.000 EACH	_____.	_____.
0366	638.2602 Removing Signs Type II	2.000 EACH	_____.	_____.
0368	638.3000 Removing Small Sign Supports	5.000 EACH	_____.	_____.
0370	643.0300 Traffic Control Drums	463,805.000 DAY	_____.	_____.
0372	643.0410 Traffic Control Barricades Type II	6,261.000 DAY	_____.	_____.
0374	643.0420 Traffic Control Barricades Type III	67,390.000 DAY	_____.	_____.
0376	643.0705 Traffic Control Warning Lights Type A	114,908.000 DAY	_____.	_____.
0378	643.0715 Traffic Control Warning Lights Type C	83,779.000 DAY	_____.	_____.
0380	643.0800 Traffic Control Arrow Boards	2,316.000 DAY	_____.	_____.
0382	643.0900 Traffic Control Signs	76,345.000 DAY	_____.	_____.
0384	643.0910 Traffic Control Covering Signs Type I	5.000 EACH	_____.	_____.
0386	643.1000 Traffic Control Signs Fixed Message	185.000 SF	_____.	_____.
0388	643.1050 Traffic Control Signs PCMS	1,020.000 DAY	_____.	_____.
0390	643.1070 Traffic Control Cones 42-Inch	170,340.000 DAY	_____.	_____.
0392	643.1205.S Basic Traffic Queue Warning System	1,230.000 DAY	_____.	_____.
0394	643.3105 Temporary Marking Line Paint 4-Inch	303,670.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	643.3120 Temporary Marking Line Epoxy 4-Inch	167,460.000 LF	_____.	_____.
0398	643.3150 Temporary Marking Line Removable Tape 4-Inch	270.000 LF	_____.	_____.
0400	643.3205 Temporary Marking Line Paint 8-Inch	24,860.000 LF	_____.	_____.
0402	643.3220 Temporary Marking Line Epoxy 8-Inch	20,400.000 LF	_____.	_____.
0404	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0406	645.0120 Geotextile Type HR	173.000 SY	_____.	_____.
0408	646.1020 Marking Line Epoxy 4-Inch	25,925.000 LF	_____.	_____.
0410	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	230,070.000 LF	_____.	_____.
0412	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	24,050.000 LF	_____.	_____.
0414	646.3020 Marking Line Epoxy 8-Inch	2,005.000 LF	_____.	_____.
0416	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	30,645.000 LF	_____.	_____.
0418	646.5020 Marking Arrow Epoxy	47.000 EACH	_____.	_____.
0420	646.5120 Marking Word Epoxy	11.000 EACH	_____.	_____.
0422	646.5220 Marking Symbol Epoxy	6.000 EACH	_____.	_____.
0424	646.6120 Marking Stop Line Epoxy 18-Inch	605.000 LF	_____.	_____.
0426	646.6220 Marking Yield Line Epoxy 18-Inch	7.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	646.6464 Cold Weather Marking Epoxy 4-Inch	17,485.000 LF	_____.	_____.
0430	646.6468 Cold Weather Marking Epoxy 8-Inch	30,645.000 LF	_____.	_____.
0432	646.7220 Marking Chevron Epoxy 24-Inch	2,000.000 LF	_____.	_____.
0434	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,215.000 LF	_____.	_____.
0436	646.8220 Marking Island Nose Epoxy	42.000 EACH	_____.	_____.
0438	646.8320 Marking Parking Stall Epoxy	3,230.000 LF	_____.	_____.
0440	646.9000 Marking Removal Line 4-Inch	26,710.000 LF	_____.	_____.
0442	646.9055 Marking Removal Line Grooved Contrast Permanent Tape 4-Inch	1,610.000 LF	_____.	_____.
0444	646.9100 Marking Removal Line 8-Inch	425.000 LF	_____.	_____.
0446	646.9155 Marking Removal Line Grooved Contrast Permanent Tape 8-Inch	460.000 LF	_____.	_____.
0448	650.6501 Construction Staking Structure Layout (structure) 01. B-05-171	1.000 EACH	_____.	_____.
0450	650.6501 Construction Staking Structure Layout (structure) 02. B-05-172	1.000 EACH	_____.	_____.
0452	650.6501 Construction Staking Structure Layout (structure) 03. B-05-178	1.000 EACH	_____.	_____.
0454	650.6501 Construction Staking Structure Layout (structure) 04. B-05-179	1.000 EACH	_____.	_____.
0456	650.6501 Construction Staking Structure Layout (structure) 05. B-05-180	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	650.6501 Construction Staking Structure Layout (structure) 06. B-05-181	1.000 EACH	_____.	_____.
0460	650.8000 Construction Staking Resurfacing Reference	122,399.000 LF	_____.	_____.
0462	650.8501 Construction Staking Electrical Installations (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0464	650.8501 Construction Staking Electrical Installations (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0466	650.9000 Construction Staking Curb Ramps	30.000 EACH	_____.	_____.
0468	650.9500 Construction Staking Sidewalk (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0470	650.9500 Construction Staking Sidewalk (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0472	650.9911 Construction Staking Supplemental Control (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0474	650.9911 Construction Staking Supplemental Control (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0476	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	160.000 LF	_____.	_____.
0478	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	200.000 LF	_____.	_____.
0480	652.0605 Conduit Special 2-Inch	30.000 LF	_____.	_____.
0482	652.0615 Conduit Special 3-Inch	215.000 LF	_____.	_____.
0484	652.0800 Conduit Loop Detector	1,030.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0486	653.0154 Pull Boxes Non-Conductive 24x36-Inch	4.000 EACH	_____.	_____.
0488	653.0164 Pull Boxes Non-Conductive 24x42-Inch	2.000 EACH	_____.	_____.
0490	653.0900 Adjusting Pull Boxes	5.000 EACH	_____.	_____.
0492	653.0905 Removing Pull Boxes	10.000 EACH	_____.	_____.
0494	655.0230 Cable Traffic Signal 5-14 AWG	388.000 LF	_____.	_____.
0496	655.0240 Cable Traffic Signal 7-14 AWG	46.000 LF	_____.	_____.
0498	655.0260 Cable Traffic Signal 12-14 AWG	706.000 LF	_____.	_____.
0500	655.0515 Electrical Wire Traffic Signals 10 AWG	633.000 LF	_____.	_____.
0502	655.0700 Loop Detector Lead In Cable	3,545.000 LF	_____.	_____.
0504	655.0800 Loop Detector Wire	4,130.000 LF	_____.	_____.
0506	658.0500 Pedestrian Push Buttons	1.000 EACH	_____.	_____.
0508	690.0150 Sawing Asphalt	1,189.000 LF	_____.	_____.
0510	690.0250 Sawing Concrete	25,287.000 LF	_____.	_____.
0512	715.0502 Incentive Strength Concrete Structures	594.000 DOL	1.00000	594.00
0514	715.0720 Incentive Compressive Strength Concrete Pavement	1,932.000 DOL	1.00000	1,932.00
0516	740.0440 Incentive IRI Ride	69,093.000 DOL	1.00000	69,093.00



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0518	999.2000.S Installing and Maintaining Bird Deterrent System (station) 01. Station 1421+80 EB	1.000 EACH	_____.	_____.
0520	999.2000.S Installing and Maintaining Bird Deterrent System (station) 02. Station 1445+24 EB	1.000 EACH	_____.	_____.
0522	999.2000.S Installing and Maintaining Bird Deterrent System (station) 03. Station 1445+24 WB	1.000 EACH	_____.	_____.
0524	999.2000.S Installing and Maintaining Bird Deterrent System (station) 04. Station 1496+81 EB	1.000 EACH	_____.	_____.
0526	999.2000.S Installing and Maintaining Bird Deterrent System (station) 05. Station 1535+85 WB	1.000 EACH	_____.	_____.
0528	999.2000.S Installing and Maintaining Bird Deterrent System (station) 06. Station 1535+78 EB	1.000 EACH	_____.	_____.
0530	999.2000.S Installing and Maintaining Bird Deterrent System (station) 07. Station 1568+50 WB	1.000 EACH	_____.	_____.
0532	999.2000.S Installing and Maintaining Bird Deterrent System (station) 08. Station 1601+51 WB	1.000 EACH	_____.	_____.
0534	999.2000.S Installing and Maintaining Bird Deterrent System (station) 09. Station 1618+76 WB	1.000 EACH	_____.	_____.
0536	999.2000.S Installing and Maintaining Bird Deterrent System (station) 10. Station 436+33 EB	1.000 EACH	_____.	_____.
0538	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0540	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	5,760.000 HRS	5.00000	28,800.00



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0542	SPV.0060 Special 01. Grading, Shaping, and Finishing Culvert Pipe and Apron Endwalls	7.000 EACH	_____.	_____.
0544	SPV.0060 Special 02. Grading, Shaping, and Finishing Curb and Gutter Replacement	8.000 EACH	_____.	_____.
0546	SPV.0060 Special 03. Grading, Shaping and Finishing Wing Walls	9.000 EACH	_____.	_____.
0548	SPV.0060 Special 04. Grading, Shaping and Finishing Curb Ramps	18.000 EACH	_____.	_____.
0550	SPV.0060 Special 05. Remove Traffic Signal (STH 172 & Babcock Rd)	1.000 EACH	_____.	_____.
0552	SPV.0060 Special 06. Remove Traffic Signal STH 172 & CTH GV	1.000 EACH	_____.	_____.
0554	SPV.0060 Special 07. Pulling and Reconnecting Electrical Wiring	1.000 EACH	_____.	_____.
0556	SPV.0060 Special 10. Cleaning Concrete Box Culvert B-05-184	1.000 EACH	_____.	_____.
0558	SPV.0090 Special 01. Concrete Curb and Gutter 24-Inch Type A	32.000 LF	_____.	_____.
0560	SPV.0090 Special 02. Concrete Curb and Gutter SHES 30-Inch Type A	152.000 LF	_____.	_____.
0562	SPV.0090 Special 03. Concrete Joint and Crack Cleaning and Repair	7,525.000 LF	_____.	_____.
0564	SPV.0090 Special 10. Bridge Deck Crack Sealing	5,600.000 LF	_____.	_____.
0566	SPV.0090 Special 11. Joint Sealing	3,128.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0568	SPV.0180 Special 01. Concrete Base SHES 9-Inch	418.000 SY	_____.	_____.
0570	SPV.0180 Special 02. Concrete Base SHES 11 1/2-Inch	55.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

December 7, 2022

Division of Transportation Systems Development
Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #21: 1210-09-71, WISC 2023102
IH 41 – IH 43
IH 41 – IH 43
STH 172
Brown County

1210-11-71, WISC 2023103
Oneida – Green Bay
Airport Ent – IH 41
STH 172
Brown County

Letting of December 13, 2022

This is Addendum No. 01, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
19	Native American Hiring Provision – Project 1210-11-71

Added Special Provisions	
Article No.	Description
55	Rapid Set Deck Repair
56	Concrete Joint and Crack Cleaning and Repair
57	Transverse Joint and Crack Plunge Milling and Patching
58	HMA Pavement Interlayer

Deleted Special Provisions	
Article No.	Description
24	Base Patching Asphaltic for HMA Interlayer 1210-11-71, Item 390.0501.S.01; HMA Pavement Interlayer, Item 460.4210.S
33	Concrete Masonry Deck Repair

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
204.0105	Removing Concrete Pavement Butt Joints	SY	877	520	1,397
204.0115	Removing Asphaltic Surface Butt Joints	SY	998	5	1,003
204.0120	Removing Asphaltic Surface Milling	SY	349,270	19,910	369,180
204.9180.S	Removing Asphaltic Surface Milling Special	SY	5,011	98	5,109
415.0090	Concrete Pavement 9-Inch	SY	5,900	-3,480	2,420
455.0605	Tack Coat	GAL	70,096	-3,470	66,626
460.5224	HMA Pavement 4 LT 58-28 S	TON	33,907	-16,362	17,545
460.7224	HMA Pavement 4 HT 58-28 S	TON	17,641	18,047	35,688
460.7624	HMA Pavement SMA 58-28 V	TON	35,074	2,038	37,112
465.0105	Asphaltic Surface	TON	4,478	-3,588	890
603.8125	Concrete Barrier Temporary Precast Installed	LF	3925	520	4445
614.0905	Crash Cushions Temporary	EACH	8	1	9
643.0300	Traffic Control Drums	Days	463,805	870	464,675
643.0900	Traffic Control Signs	Days	76,345	390	76,735
643.3105	Temporary Marking Line Paint 4-Inch	LF	303,670	4,705	308,375
646.9000	Marking Removal Line 4-Inch	LF	26,710	1,965	28,675
646.9055	Marking Removal Line Grooved Contrast Permanent Tape 4-Inch	LF	1,610	40	1,650

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
465.0125	Asphaltic Surface Temporary	TON	0	80	80
SPV.0035.01	Rapid Set Deck Repair	CY	0	6	6
SPV.0090.04	Transverse Joint and Crack Plunge Milling and Patching	LF	0	35,310	35,310
SPV.0195.01	HMA Pavement Interlayer	TON	0	5,268	5,268

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
390.0501.S	Base Patching Asphaltic for HMA Interlayer	EACH	1	-1	0
460.4210.S	HMA Pavement Interlayer	TON	5,214	-5,214	0
460.6224	HMA Pavement 4 MT 58-28 S	TON	1,795	-1,795	0
509.2100.S	Concrete Masonry Deck Repair	CY	6	-6	0

Plan Sheets:

Revised Plan Sheets 1210-09-71	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
7, 15-23	Typical Sections (changes in pavement mixes)
28	Construction Detail (change to special milling under bridges)
32-33	Construction Detail (added detail for Concrete Joint Crack Cleaning and Repair, change to culvert replacement detail)
142-143	Traffic Control Stage 2B (change to staging layout)
172, 175, 181, 190, 192-193	MQ Sheets (changes to various bid items)
412-413	Structures (changes to bid item)
435	Structure B-05-181 (changes to bid item)

Revised Plan Sheets 1210-09-71	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
10-11, 13, 15	Typical Sections (changes in pavement mixes)
19, 22	Construction Detail (change to butt joint details and culvert replacement detail)
81, 84, 86	MQ Sheets (changes to various bid items)

Added Plan Sheets 1210-09-71	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
152A-152B	Traffic Control Stage 2C (added sheets based on stage 2B changes)

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

1210-09-71

December 8, 2022

Special Provisions

19. Native American Hiring Provision – Project 1210-11-71

Replace paragraph 2 with the following:

Jeanette Ninham
N7210 Seminary Road, Oneida, Wisconsin 54155
Office: (920) 869-1059 x 2016
Email: Jninham1@oneidanation.org

24. DELETED

33. DELETED

55. Rapid Set Deck Repair, Item SPV.0035.10.

A Description

This special provision describes furnishing, placing and curing a rapid setting non-shrink patch material on the sawed deck preparation areas of the concrete bridge deck. Perform the work conforming to standard spec 509.

B Materials

B.1 Patching Materials

Furnish a rapid setting non-shrink material designed for repairing concrete 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 deck, 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.

B.2 Materials Quality Control Testing

For projects that allow 3 hours or more of cure time prior to opening to traffic, submit certified test results from an independent lab showing that the patch material can obtain 3000 psi within 3 hours of placement under the same curing conditions as the project.

For projects that require bridge decks to be open to traffic with less than 3 hours of cure time, perform quality control testing. For material extended with aggregates, perform cylinder breaks per ASTM C39. Make a minimum of two compressive strength test cylinders per shift per batch plant and cure under the same conditions as the deck patches. For material not using coarse aggregates, perform cube breaks per ASTM C109. Make a minimum of two compressive strength test cubes per shift per batch plant and cure under the same conditions as the deck patches. Provide test results to the engineer showing 3000 psi strength is obtained prior to opening the bridge deck to traffic.

For projects requiring ASTM C39 or ASTM C109 testing, furnish a department-certified mobile laboratory to perform the testing.

C Construction

Clean and prepare the area to be patched per the manufacturer's recommendations and as follows. After sawed deck preparation work 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. Where a polymer or asphalt overlay will not be placed over the patch, finish the surface by tining or applying exposed angular aggregate as approved by the engineer. Where a polymer or asphalt overlay will be placed over the patch, shotblast the patch in the same fashion as the remainder of the bridge deck.

D Measurement

The department will measure Rapid Set Deck Repair in volume by the cubic yard acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.10	Rapid Set Deck Repair	CY

Payment for Rapid Set Deck Repair is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials; and for materials quality control testing.

56. Concrete Joint and Crack Cleaning and Repair, Item SPV.0090.03

A Description

This special provision describes removing loose or spalled concrete and asphalt patching, cleaning joints and cracks, and filling with asphaltic surface, prior to installing an asphaltic overlay.

B Materials

Furnish asphaltic mixture as specified for asphaltic surface under standard spec 465.2.

Furnish tack coat as specified for tack coat under standard spec 455.2.5.

C Construction

Prepare the existing concrete per standard spec 211.3.5.4 and as indicated in the plans. Blow out repair areas with 80 psi minimum compressed air immediately prior to applying tack coat. Compact the asphalt mixture per standard spec 450.3.2.6.1

D Measurement

The department will measure Concrete Joint and Crack Cleaning and Repair by the linear foot, per lane, acceptably completed. Lane includes adjacent gutters and concrete shoulders less than or equal to 5-foot in width.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Joint and Crack Cleaning and Repair	LF

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphalt patching; for cleaning joints and cracks; for furnishing asphaltic materials for filling joints and cracks including asphaltic surface; and tack coat.

ner-415-030 (20220923)

57. Transverse Joint and Crack Plunge Milling and Patching, SPV.0090.04.

A Description

This special provision describes plunge milling transverse joints and cracks, and partial depth patching of those joints with an asphaltic surface mixture in preparation for overlaying the pavement with an HMA interlayer.

B Materials

Furnish a No. 4 or No. 5 asphaltic surface patching mixture conforming to standard spec 465.2.

C Construction

- (1) Unless the contract provides otherwise, keep the road open to traffic during construction. If possible, restrict operations to one lane at a time. Perform work to cause the least possible inconvenience to traffic.
- (2) Repair transverse joints at locations the plans show, or the engineer directs in the field. Plunge mill transverse joints with loose concrete or concrete developing spalling 2 inches from the opposing joint face or wider to a minimum depth of 2 inches and a maximum depth of 1/3 the concrete thickness, unless otherwise directed by the engineer. Remove the pavement without injury to the remaining pavement. Dispose of remove material as specified in standard spec 204.3.1.3.
- (3) Before filling plunge milled areas with asphaltic base patch, clean the surface and apply tack coat according to standard spec 455.3.2.
- (4) Fill plunge milled areas with asphaltic base patch conforming to the materials section herein. Compact the mixture to produce a dense smooth surface using ordinary compaction as specified in 450.3.2.6. Roll the top layer until flush with the adjacent surface. Patching material that extends more than 1/4 inch above the milled surface shall be corrected before the leveling layer or Interlayer is placed. Do not open patches to traffic until they are hard enough to prevent rutting or displacement.

D Measurement

The department will measure Transverse Joint and Crack Plunge Milling and Patching by the linear foot along transverse joints and cracks, 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.0090.04	Transverse Joint and Crack Plunge Milling and Patching	LF

Payment is full compensation for plunge milling, disposal of millings, and for furnishing asphaltic material for filling the joints and cracks.

58. HMA Pavement Interlayer, Item SPV.0195.01

A Description

Conform to standard spec 390, 450 and 460 except as modified in this special provision.

Replace standard spec 460.1 with the following to describe Interlayer:

- (1) This section describes HMA mixture design for Interlayer applications, providing and maintaining a quality management program for HMA mixtures and constructing Interlayers. Unless specifically indicated otherwise, references within 460 to HMA also apply to Interlayers.

B Materials

Replace standard spec 460.2.2.1(1) with the following to specify that all aggregates used in Interlayer mixes are from department-approved sources:

(1) Provide all aggregates used in the Interlayer mix from a department-approved source as specified under standard spec 106.3.4.2. Obtain the engineer's approval of the aggregates before producing HMA mixtures.

Replace standard spec table 460-1 with the following to specify gradation master range and additional sieves for interlayer mixtures:

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

Sieve	% PASSING DESIGNATED SIEVES
	NOMINAL SIZE
9.5-mm	100
4.75-mm	80 - 100
2.36-mm	60 - 85
1.18-mm	40 - 70
0.60-mm	25 - 55
0.30-mm	15 - 35
0.15-mm	8 - 20
0.075-mm	6 - 14
% MINIMUM VMA	16.0

Replace standard spec 460.2.3 with the following to specify asphalt binders to be used:

(1) Furnish PG 58-34 asphalt binder with a designation of V (Very Heavy) or E (Extremely Heavy) as necessary to satisfy the Flexural Beam Fatigue Test (AASHTO T321) requirement of table 460-2 as modified herein. Do not change the PG binder grade without the engineer's written approval. The department will designate the grade of modified asphaltic binder in the contract.

Replace standard spec 460.2.5 with the following to describe Recycled Asphaltic Material use in Interlayers:

(1) No recycled asphaltic materials (FRAP, RAP, and RAS) shall be permitted in Interlayer mixtures.

Replace standard spec 460.2.7 with the following to specify design limits and requirements for Interlayer mixtures.

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 866 and conforming to the requirements of table 460-1 and table 460-2 as modified herein. The department will review mixture designs and report the results of that review to the designer according to CMM 866.

(2) For each asphaltic mixture design, conduct Hamburg Wheel-Track testing according to AASHTO T324 as modified in CMM 836.6.10.1 and indirect tensile cracking test at intermediate temperature (CT-Index) according to ASTM D8225 as modified in CMM 836.6.10.2. Submit test results to the department with mix design submittal.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	Interlayer
LA Wear (AASHTO T96)	13

Mixture type	Interlayer
500 revolutions(max % loss)	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	15
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	75/60
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	45
Sand Equivalency (AASHTO T176, min)	40
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)	<= 4
Gyrations for Ndes	50
Air Voids, %Va (%Gmm Ndes)	2.0 (98.0)
Dust to Binder Ratio (% passing 0.075mm/Pbe)	0.8 - 1.6
Voids filled with Binder (VFB or VFA, %)	70 - 95
Flexural Beam Fatigue Test, average cycles (AASHTO T321) ^{[1](2)}	>100,000

^[1] The failure criterion for the Flexural Beam Fatigue Test (AASHTO T321) is 50% of the initial flexural stiffness measured at the 200th load cycle at 2,000 microstrain. Test two samples and average the two results for each mix design.

^[2] Age laboratory prepared mixtures according to AASHTO R30 Section 7.1 (Mixture Conditioning for Volumetric Mixture Design) as modified in CMM 836.6.10.3.

Replace standard spec 460.2.8.2.1.5 with the following to update JMF and warning limits for Interlayers:

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

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0

0.60-mm	+/- 4.0	+/- 3.0
0.30 mm	+/- 4.0	+/- 3.0
0.15 mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.0	+/- 0.8
VMA in percent ^[1]	- 0.5	- 0.2

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

- (2) Warning bands are defined as the area between the JMF limits and the warning limits.

C Construction

Replace standard spec 450.3.2.1.1 with the following to specify minimum paving temperature:

- (1) Only place Interlayer asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is at least 50° F and the forecast is for rising temperatures. Place HMA pavement for projects in the northern asphalt zone between May 1 and October 15 inclusive and for projects in the southern asphalt zone between April 15 and November 1 inclusive. CMM 4-53 figure 2 defines asphalt zones. Notify the engineer at least one business day before paving.
- (2) Unless the contract specifies otherwise, conform to the following:
- Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in standard spec 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
- (3) Place asphaltic mixture only on an existing pavement free of loose and foreign material. Do not place over frozen pavement, or where the roadbed is unstable.
- (4) The surface shall be dry for at least 24 hours, and clean, prior to placement of the mixture. Work shall not begin when local conditions indicate rain is imminent.

Delete standard spec 450.3.2.1.2 to eliminate cold weather paving operations for Interlayer pavement.

Replace standard spec 455.3.2.1 with the following to specify Interlayer tack coat application requirements:

- (1) Apply tack coat only when the air temperature is 45° F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under standard spec 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.070 to 0.100 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

Replace standard spec 450.3.2.6.3 to specify compaction roller pattern determined by growth curve and subsequent coring for Interlayer mixes:

- (1) Compact Interlayer mix using the roller pattern established during construction of a control strip. Use 2 or more rollers per paver if placing more than approximately 165 tons of mixture per hour.
- (2) On the first day of production, construct a control strip under the direct observation of department personnel. After compacting the control strip with a minimum of 3 passes, mark the gauge outline and take a

one-minute wet density measurement using a nuclear density gauge in back scatter mode at a single location. Take a density measurement at the same location after each subsequent pass. Continue compacting and testing until the increase in density is less than 1 pcf for 3 consecutive passes. Submit the final roller pattern to the engineer in writing. Once the roller pattern is established do not change the pattern or decrease the number, type, or weight of rollers without the engineer's written approval.

(3) After establishing the roller pattern, and under the direct observation of the engineer, cut at least one 4- of 6-inch diameter or larger core from the control strip density gauge outline. Prepare cores and determine density according to AASHTO T166 as modified in CMM 836.6.5. Dry cores after testing. Fill core holes and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.

(4) Collect 1 nonrandom three-part mix volumetric sample during construction of the control strip to be tested by the contractor with one split provided to the department. This contractor's test will be recorded on the control charts and the Gmm from this split sample will be used to determine the core density. If contractor test results for this split sample are not within the JMF limits presented in standard spec 460.2.8.2.1.5, as modified herein, take immediate corrective action.

(5) A minimum of one core per 3,000 lane feet or one per day will be collected and tested for density by the contractor. Add one core for each additional 3,000 lane feet or portion thereof per day. Report core density results to the engineer and BTS daily. The density of each sample during production will be determined by dividing the bulk specific gravity of each core sample by the four-point running average maximum specific gravity (Gmm according to CMM 8.36.6.6) from the previous day's production.

Replace standard spec 460.2.8.2.1.7(7) to further define conforming material and pay reduction based on individual test results for Interlayer mixes:

(7) If the air voids running average of 4 exceeds the JMF limits, the material is nonconforming. Remove and replace unacceptable material. The engineer will determine the quantity of material to replace based on the testing data using the methods in CMM 836 and an inspection of the completed pavement. If the engineer allows the mixture to remain in place, the department will pay for the mixture and asphaltic material as specified in standard spec 460.5.2.1, as modified herein. For Interlayer mix types, if one QC air voids test falls outside of the JMF limits, notify the department and consider corrective action. If two or more individual QC air voids tests within the four-point running average exceed the JMF limits, the material is nonconforming and subject to pay adjustment as specified in standard spec 460.5.2.1.

Replace standard spec 460.2.8.3.1.6 with the following to specify volumetric verification requirements:

(1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:

- Va is within a range of 1.0 to 3.0 percent.
- VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
- Asphalt content is within minus 0.3 percent of the JMF.

(2) If QV test results are outside the specified limits, the engineer will investigate immediately through dispute resolution procedures. The engineer may stop production while the investigation is in progress if the potential for a pavement failure is present.

(3) If production continues for that mixture design, the engineer will provide additional retained sample testing at the frequency provided for in CMM 836. This supplemental testing will continue until the material meets allowable differences or as the engineer and contractor mutually agree.

Replace standard spec 460.3.1 with the following to remove standard bid item encoding:

(1) Construct Interlayer pavement of the type the bid item indicates encoded as follows:

HMA Pavement Interlayer

- (2) Construct HMA pavement conforming to the general provisions of standard spec 450.3.

Replace standard spec 460.3.2 with the following to specify Interlayer plan thickness:

- (1) Provide the plan thickness for Interlayer mixtures at 1.0 inch.

Replace standard spec 460.3.3.1 and 460.3.3.2 with the following to specify density requirements for Interlayers:

- (1) Compact Interlayer mixture according to standard spec 450.3.2.6.3, as modified herein.

Delete standard spec 460.5.2.2 and 460.5.2.3 to remove density incentives and disincentives for Interlayer pavement.

D Measurement

Replace standard spec 460.4 with the following:

- (1) The department will measure the HMA Pavement Interlayer bid items, acceptably completed by the ton, as specified in standard spec 450.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	HMA Pavement Interlayer	TON

- (2) Payment for HMA Pavement Interlayer is full compensation for providing mixture designs; for preparing foundation; for performance testing, for volumetric and density testing and aggregate source testing; for establishing the compaction roller pattern; for asphalt binder modification or processes, and addition of fibers, fines, or filler.

- (3) Material placed in the lower layer of the reference section will be paid with the same bid item as the surface mix unless the surface mix is SMA. If the surface mix is SMA an alternative mix type with a No. 4 or No. 5 gradation will be used as the lower layer for the control strip.

Replace standard spec 460.5.2.1 with the following to modify mixture pay adjustments for Interlayer pavements:

- (1) The department will pay for the HMA Interlayer bid items at the contract unit price subject to one or more of the following adjustments:
- Reduced payment for nonconforming QMP HMA mixtures as specified in standard spec 460.2.8.2.1.7, as modified herein.
- (2) Payment for the HMA Pavement bid items is full compensation for providing HMA pavement including binder; for mixture design; for preparing the foundation; and for QMP and aggregate source testing.
- (3) 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.
- (4) The department will administer pay reduction for nonconforming QMP mixture under the Nonconforming QMP HMA Mixture administrative item. The department will reduce pay based on the contract unit price for the HMA Pavement bid item.
- (5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in standard spec 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the

warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

ITEM	PAYMENT FOR MIXTURE ^{[1] [3] [4]}	
	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content ^[5]	—	—
Air Voids	70%	50%
VMA	90%	75%

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 836.

^[2] If Interlayer material is nonconforming for air voids as defined in standard spec 460.2.8.2.1.7(7) as modified herein, the department will pay 80% of the contract unit price for the material from the individual point(s) where a test is outside the JMF limit until another individual QV or QC test is within the JMF limits.

^[3] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution under standard spec 460.2.8.3.1.7, or is nonconforming for air voids as defined in standard spec 460.2.8.2.1.7(7) as modified herein, the department will apply the single pay adjustment resulting in the lowest percent pay.

^[4] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

^[5] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to standard spec 460.2.8.2.1.7.

(6) When using CMM 836 for QV dispute resolution of HMA Pavement Interlayer material apply the following:

- Interlayer 100% pay requires: $V_a = 1.0 - 3.0\%$, VMA below minimum $\leq 0.5\%$, and AC% below JMF $\leq 0.3\%$.

Interlayer Prorated Pay Factors (between 50 and 100% pay) are as follows:

Description	Criteria	Pay Factor
High Air Voids Pay Factor	$3.0\% < V_a \leq 3.5$	$= 100 * [1 - (V_a - 3.0)]$
Low Air Voids Pay Factor	$0.5\% \leq V_a < 1.0\%$	$= 100 * [1 - (1.0 - V_a)]$
Low VMA Pay Factor	$0.5\% < VMA \text{ below min} \leq 1.0\%$	$= 100 * [1 - (\text{percent below min.} - 0.5)]$
Low AC% Pay Factor	$0.3\% < AC \text{ below JMF} < 0.5\%$	$= 75$

If during a QV dispute resolution investigation, the department discovers unacceptable mixture defined by one or more of the following:

- V_a less than 0.5 or greater than 3.5 percent.
- VMA more than 1.0 percent below the minimum allowed in [table 460-1](#).
- AC% more than 0.5 % below the JMF target.

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

(7) Restore the surface after cutting density samples as specified in standard spec 460.3.3.1(1) and standard spec 460.3.3.2(4) at no additional cost to the department.

Schedule of Items

Attached, dated December 8, 2022, are the revised Schedule of Items Pages 1 – 20.

Plan Sheets 1210-09-71

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 7, 15-23, 28, 33, 142-143, 172, 175, 181, 190, 192-193, 412-413, 435

Added: 152A and 152B

Plan Sheets 1210-11-71

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

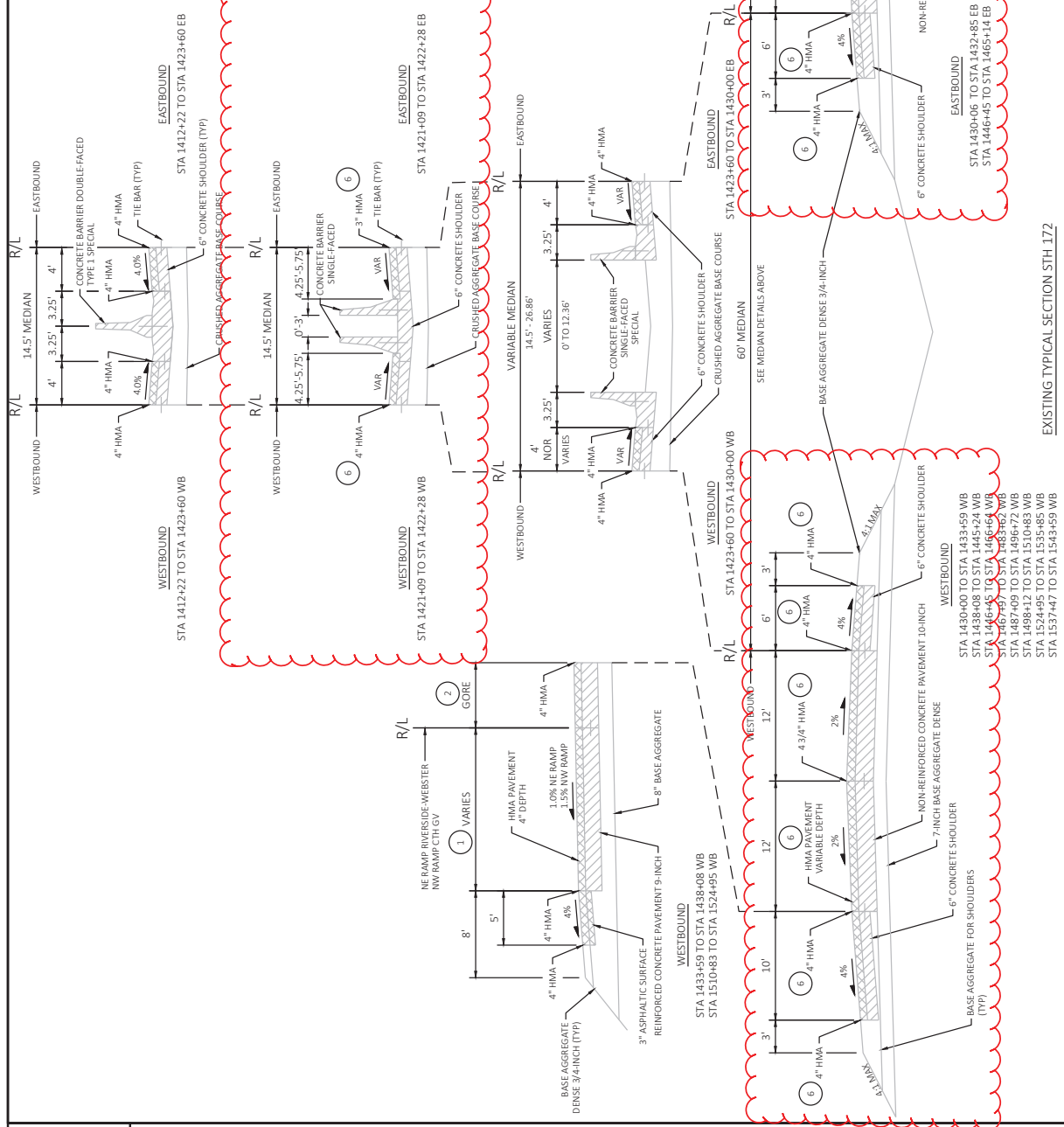
Revised: 10-11, 13, 15, 22, 81, 84, 86

END OF ADDENDUM

NOTES

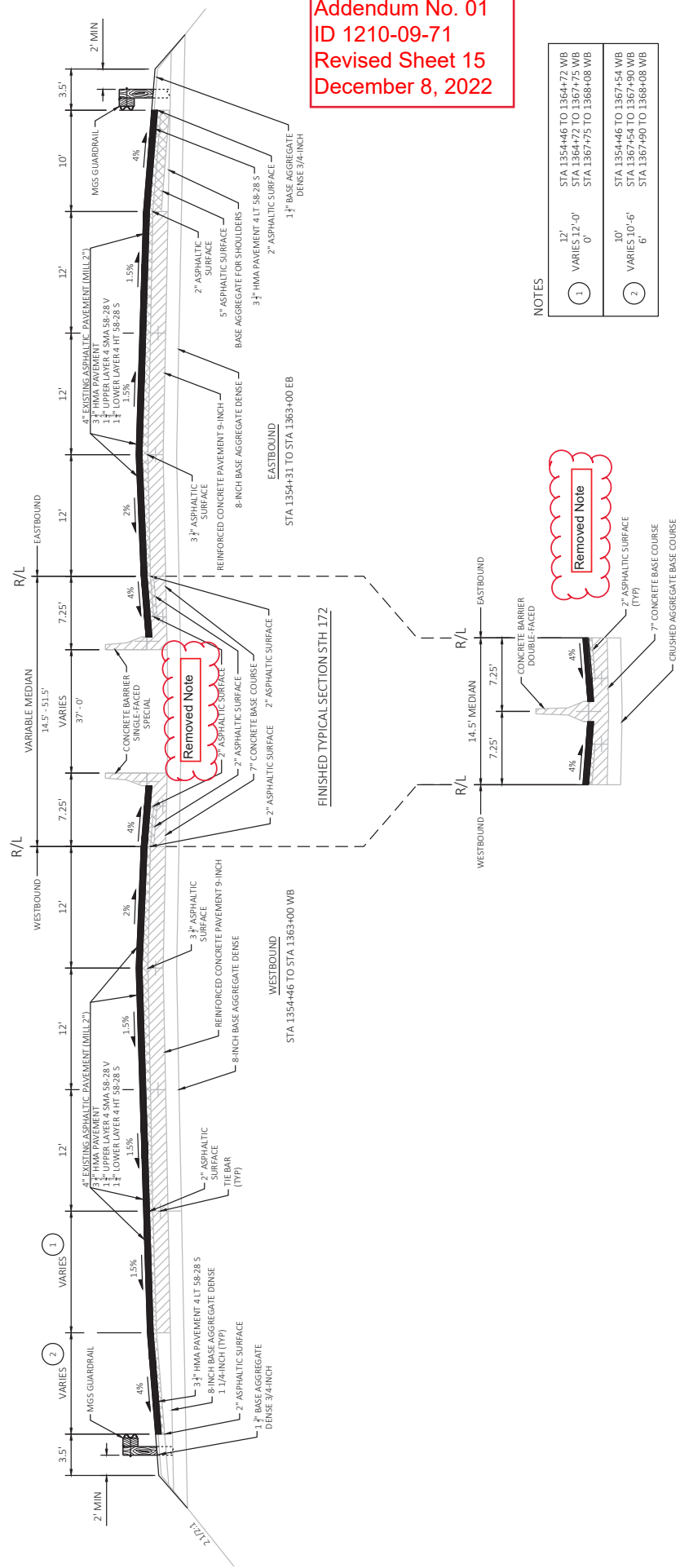
- 1 RIVERSIDE WEBSTER NE RAMP
 VARIES 15'-0"
 STA 1433+59 TO 1438+19 WB
 STA 1436+19 TO 1438+08 WB
 CTH GV NW RAMP
 VARIES 0'-15"
 STA 1510+83 TO 1518+40 WB
 STA 1518+40 TO 1524+95 WB
- 2 RIVERSIDE WEBSTER NE RAMP
 VARIES 19'-9"
 STA 1433+59 TO 1438+19 WB
 STA 1439+19 TO 1438+08 WB
 CTH GV NW RAMP
 VARIES 0'-20"
 STA 1518+40 TO 1524+95 WB
- 3 RIVERSIDE WEBSTER SE RAMP
 VARIES 20'-3"
 STA 1432+85 TO 1438+52 EB
 STA 1438+52 TO 1445+24 EB
- 4 SE RAMP RIVERSIDE WEBSTER
 VARIES 15'
 STA 1432+85 TO 1438+52 EB
 STA 1438+52 TO 1445+24 EB
- 5 12'
 STA 1430+06 TO 1432+85 EB
 STA 1432+85 TO 1445+24 EB
 STA 1446+45 TO 1458+22 EB
 STA 1458+22 TO 1465+14 EB
 VARIES 1'-0"
- 6 VARIES 4" - 4" THICKNESS STA 1420+36 EB
 VARIES 3" - 3" THICKNESS STA 1420+61 EB
 VARIES 3" - 3" THICKNESS STA 1422+81 EB
 VARIES 4" - 4" THICKNESS STA 1423+10 EB
 VARIES 4" - 5" THICKNESS STA 1421+88 WB
 VARIES 4" - 4" THICKNESS STA 1422+99 WB
 VARIES 4" - 4" THICKNESS STA 1423+48 WB
 VARIES 4" - 6" THICKNESS STA 1424+04 WB

Addendum No. 01
ID 1210-09-71
Revised Sheet 7
December 8, 2022



PROJECT NO: 1210-09-71	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 7	E
FILE NAME: C:\2021\02109- WISDOT STH 173\CM\130\131\0900\SHETSPLAN\023001-15.DWG	HWY: STH 173	EXISTING TYPICAL SECTION STH 173	FLYBY: CHD EYER	WISDOT/CADDIS SHEET 42
LAYOUT NAME: 00304-5			PLOT DATE: 12/8/2022 2:08 PM	PLOT SCALE: 1/8"=10'

Addendum No. 01
ID 1210-09-71
Revised Sheet 15
December 8, 2022



WESTBOUND
 STA 1363+00 TO STA 1368+08 WB
 EASTBOUND
 STA 1363+00 TO STA 1368+08 EB

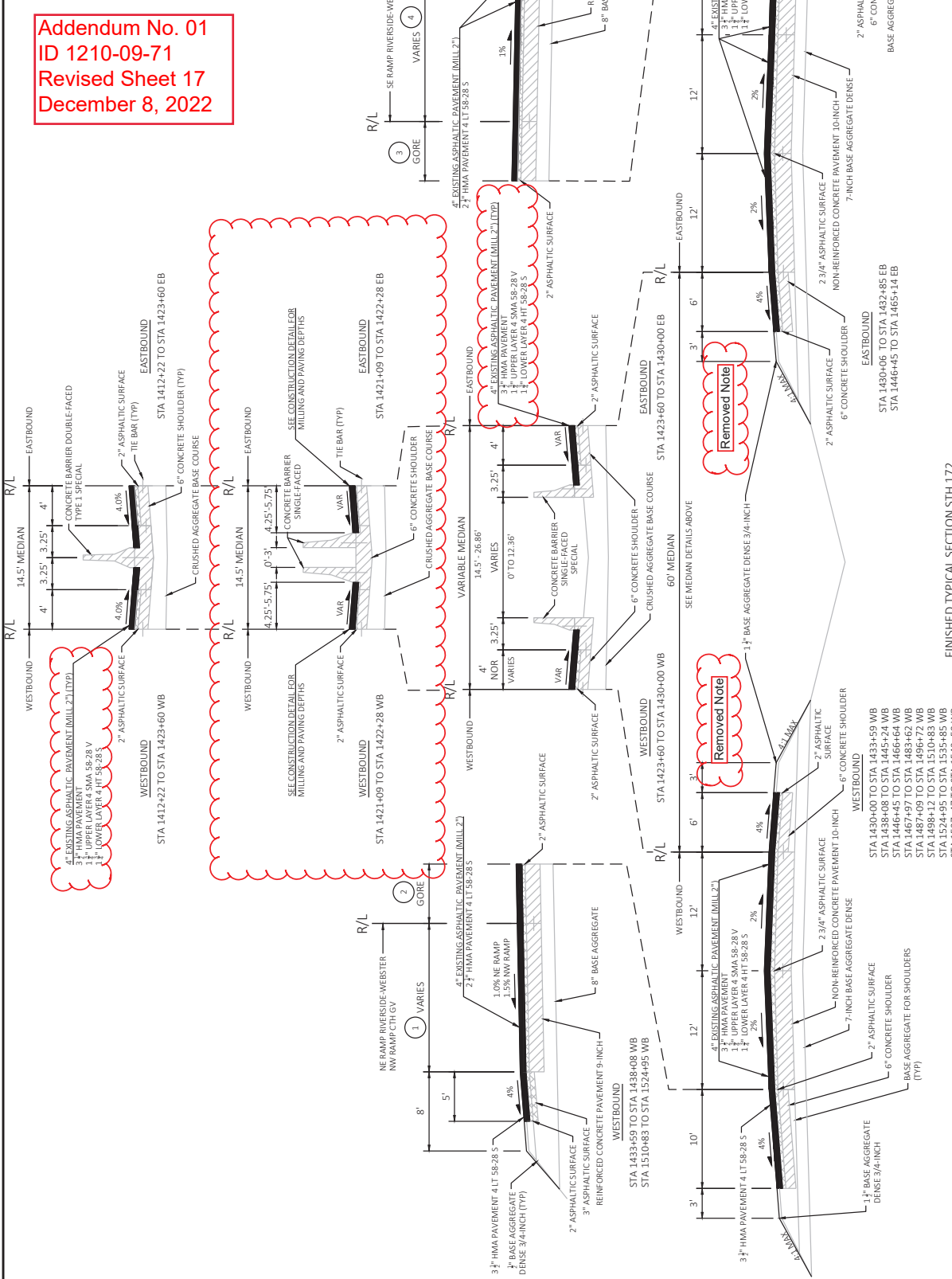
FINISHED TYPICAL SECTION STH 172

PROJECT NO: 1210-09-71	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 15	E
HWY: STH 172				
FILE NAME: G:\2021\202109- WBDOT STH 172\G\1301\301\210900\05\PLAN\02030115.DWG	FLYBY: KYIE CORNELIUS	PLOT NAME:	PLOT SCALE: 1/8"=1'-0"	WISDOT/CADD SHEET 42
LAYOUT NAME: 00312-15	PLOT DATE: 12/5/2022 3:58 PM			

NOTES

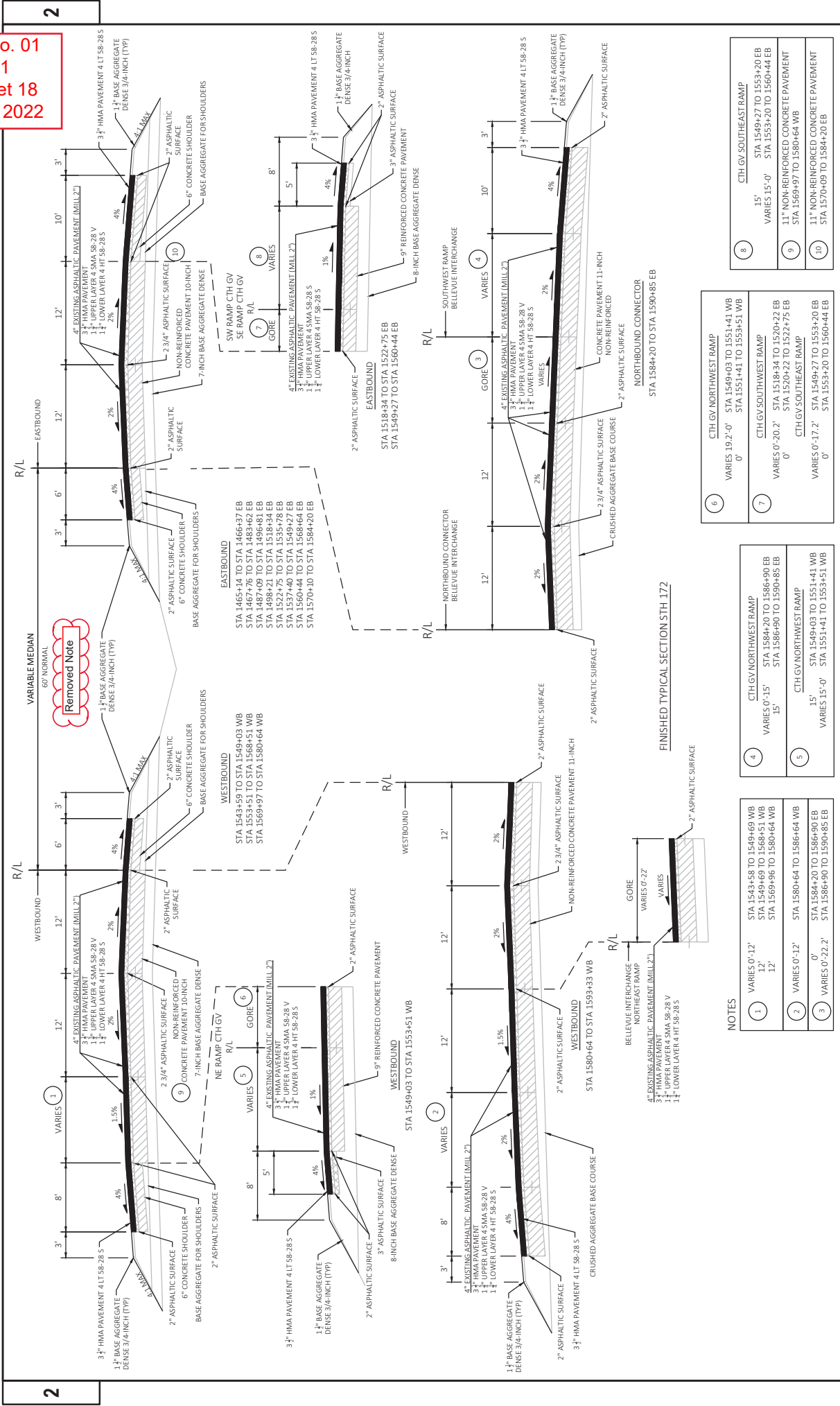
Addendum No. 01
ID 1210-09-71
Revised Sheet 17
December 8, 2022

1	RIVERSIDE WEBSTER NE RAMP STA 1433+59 TO 1436+19 WB STA 1436+19 TO 1438+08 WB CTH GV NW RAMP VARIES 0'-15" VARIES 0'-15" VARIES 0'-15" VARIES 0'-15"
2	RIVERSIDE WEBSTER NE RAMP STA 1433+59 TO 1436+19 WB STA 1436+19 TO 1438+08 WB CTH GV NW RAMP VARIES 0'-20" VARIES 0'-20"
3	RIVERSIDE WEBSTER SE RAMP VARIES 20.3'-0" VARIES 20.3'-0"
4	SE RAMP RIVERSIDE WEBSTER VARIES 15' VARIES 15'-12"
5	VARIES 12'-0" VARIES 12'-0"



PROJECT NO:	1210-09-71	HWY:	STH 172	COUNTY:	BROWN	TYPICAL SECTIONS	CHRD EYER	PLOT NAME:		SHEET	17	E
FILE NAME:	C:\2022\121009-71\12100900\SHETSPLAN\023001-15.DWG	LAYOUT NAME:	00334-5	PLOT DATE:	12/8/2022 2:04 PM	PLOT BY:		PLOT SCALE:	1/8"=1'-0"			

Addendum No. 01
ID 1210-09-71
Revised Sheet 18
December 8, 2022

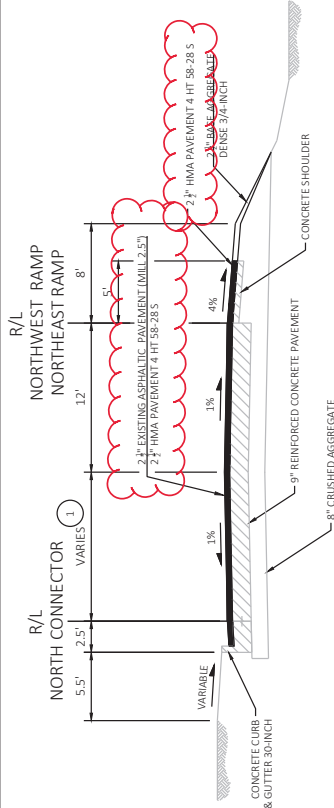


6	CTH GV NORTHWEST RAMP VARIES 19.2'-0" 0'	STA 1549+03 TO 1551+41 WB STA 1551+41 TO 1553+51 WB
7	CTH GV SOUTHWEST RAMP VARIES 0'-20.2" 0'	STA 1518+34 TO 1520+22 EB STA 1520+22 TO 1522+75 EB
10	CTH GV SOUTHEAST RAMP VARIES 0'-17.2" 0'	STA 1549+27 TO 1553+20 EB STA 1553+20 TO 1560+44 EB

4	CTH GV NORTHWEST RAMP VARIES 0'-15' 15'	STA 1584+20 TO 1586+00 EB STA 1586+00 TO 1590+85 EB
5	CTH GV NORTHWEST RAMP VARIES 15'-0" 0'	STA 1551+41 TO 1553+51 WB STA 1553+51 TO 1560+44 EB

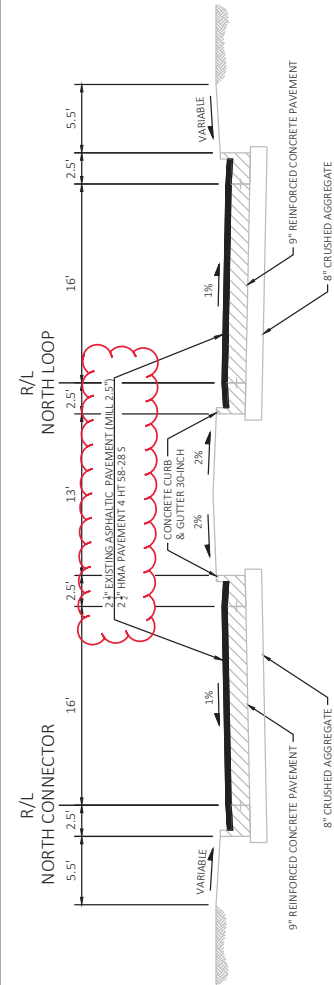
1	VARIES 0'-12' 12'	STA 1543+58 TO 1549+69 WB STA 1549+69 TO 1568+51 WB STA 1569+96 TO 1580+64 WB
2	VARIES 0'-12' 0'	STA 1580+64 TO 1586+64 WB STA 1584+20 TO 1586+90 EB STA 1586+90 TO 1590+85 EB
3	VARIES 0'-22.2' 0'	

NOTES



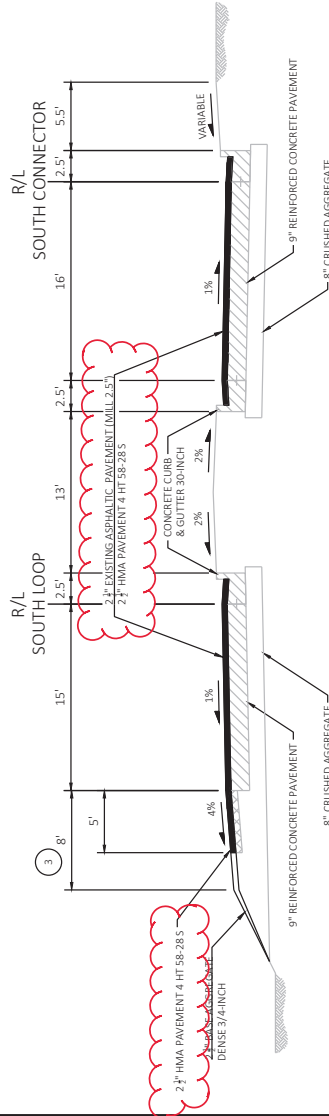
FINISHED TYPICAL SECTION
RIVERSIDE-WEBSTER INTERCHANGE 2

NORTH CONNECTOR STA 1416+51 TO 1420+16 WR
NORTHWEST RAMP STA 1416+51 TO 1420+16 WMB
NORTHEAST RAMP STA 1421+89 TO 1427+21 WBW



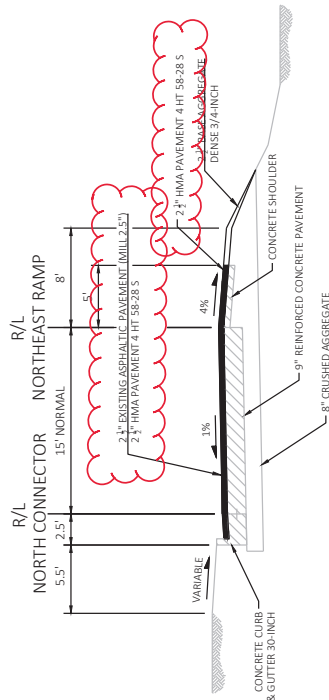
FINISHED TYPICAL SECTION
RIVERSIDE-WEBSTER INTERCHANGE

NORTH CONNECTOR STA 1339+40 TO 1402+71 WR
NORTH LOOP STA 1399+40 TO 1402+74 RWB



FINISHED TYPICAL SECTION
RIVERSIDE-WEBSTER INTERCHANGE

SOUTH LOOP STA 1400+08 TO 1407+07 ER
SOUTH CONNECTOR STA 1400+08 TO 1402+55 RW



FINISHED TYPICAL SECTION
RIVERSIDE-WEBSTER INTERCHANGE

NORTH CONNECTOR STA 1402+71 TO 1416+51 WR
NORTHEAST RAMP STA 1427+21 TO 1431+09 WBW

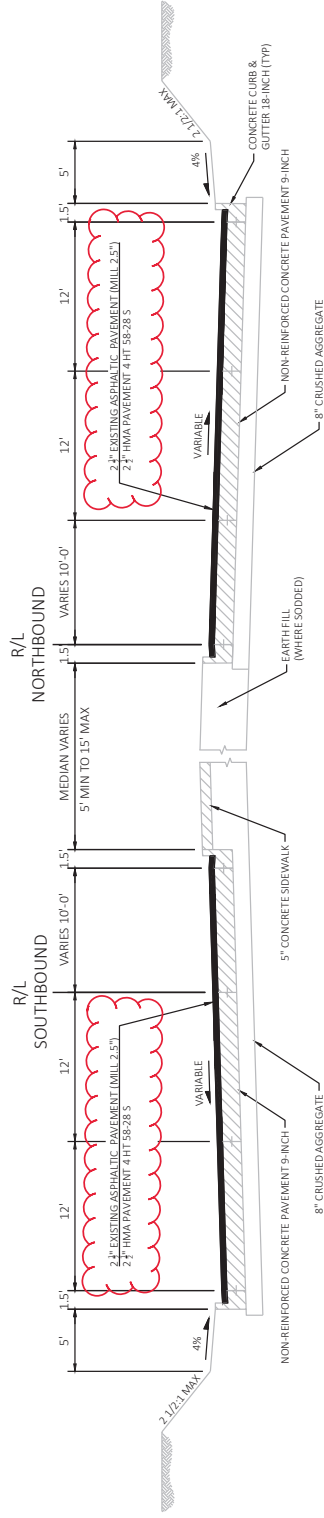
Addendum No. 01
ID 1210-09-71
Revised Sheet 20
December 8, 2022

NOTES

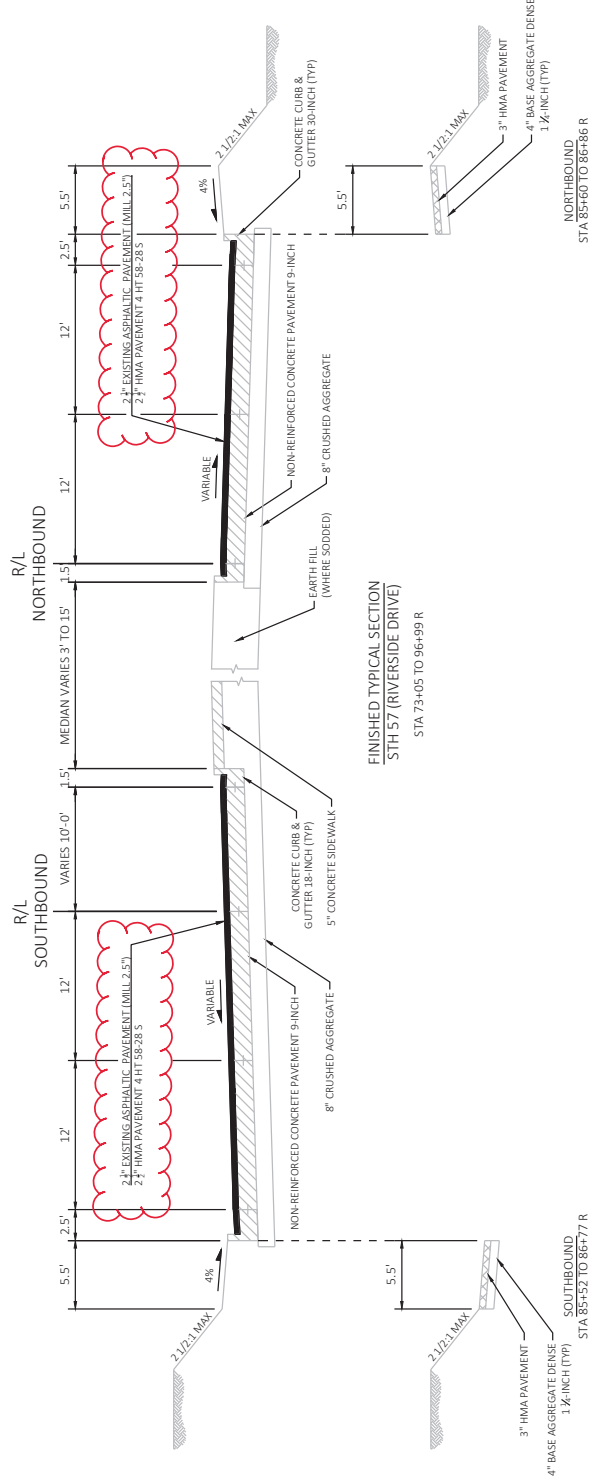
- RIVERSIDE-WEBSTER NORTHEAST RAMP VARIES 12'-0" STA 1426+23 TO 1427+21 ALL OTHER RAMPS ARE ADJACENT 12'
- NORTH CONNECTOR AND NORTHWEST RAMP ARE ADJACENT
- PAVE ENTIRE 8' SHOULDER FROM STA 1400+08 TO STA 1403+42

PROJECT NO: 1210-09-71	HWY: STH 172	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 20	E
FILE NAME: C:\2021\021089-WIS0015TH-172\CV\130\131\0906\SHETS\PLAN\020301-15.DWG	LAYOUT NAME: 0031P-15	DATE: 12/2/2022 12:27 PM	PLOT NAME: ANTHONY MARCOE	PLOT SCALE: 1/8"=10' FT	WIS007CAD005 SHEET 42

Addendum No. 01
 ID 1210-09-71
 Revised Sheet 22
 December 8, 2022



FINISHED TYPICAL SECTION
 CTH X (WEBSTER AVENUE)
 STA 106+11 TO 107+80 W
 STA 109+83 TO 112+39 W



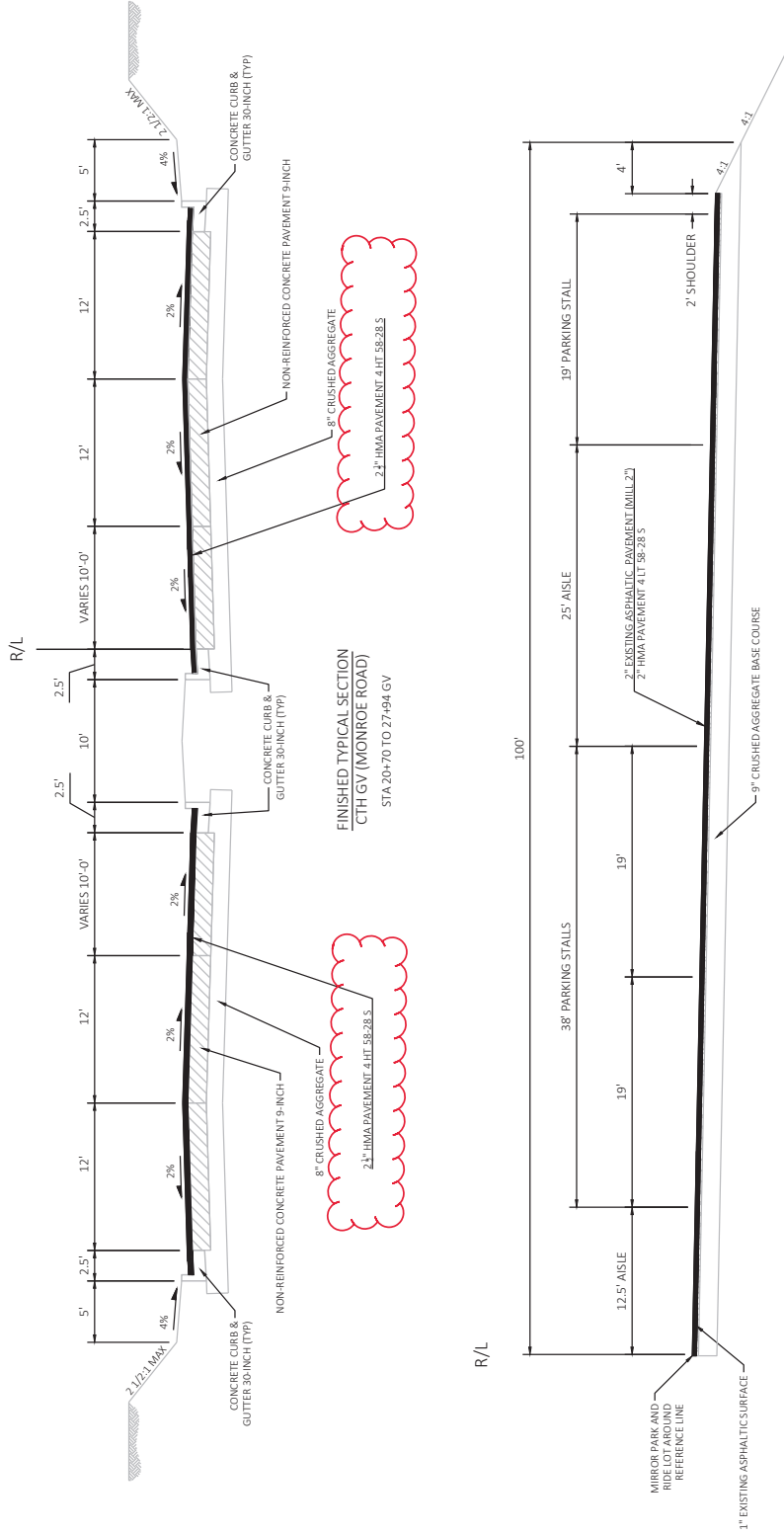
FINISHED TYPICAL SECTION
 STH 57 (RIVERSIDE DRIVE)
 STA 73+05 TO 96+99 R

NORTHBOUND
 STA 85+60 TO 86+86 R

SOUTHBOUND
 STA 85+52 TO 86+77 R

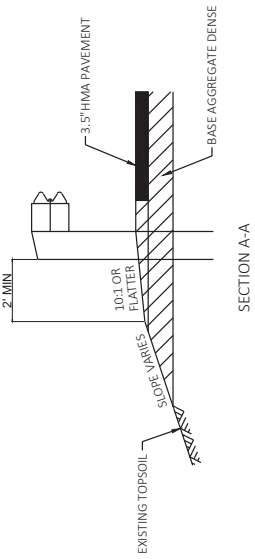
PROJECT NO.: 1210-09-71	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 22 E
<small>FILE NAME: C:\2021\02109 - WISDOT STH 172\CV\130\1210900\SHETS\PLAN\02301-15.DWG</small>	<small>LAYOUT NAME: 00339-15</small>	<small>PLOT DATE: 12/2/2022 12:30 PM</small>	<small>PLOT NAME: ANTHONY MARCO</small>
<small>HWY: STH 172</small>		<small>PLOT SCALE: 1/8"=10 FT</small>	

Addendum No. 01
ID 1210-09-71
Revised Sheet 23
December 8, 2022

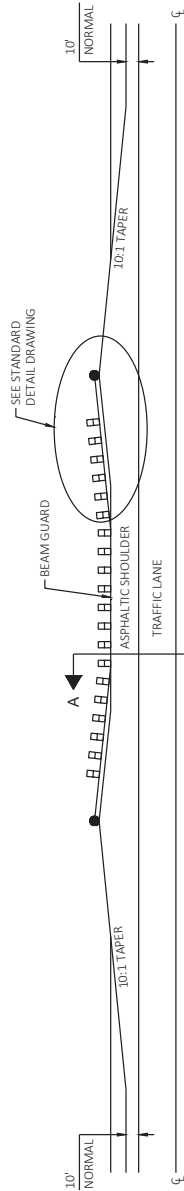


FINISHED 1/2 TYPICAL SECTION
WISDOT PARK AND RIDE LOT 05-05
(HOFFMAN ROAD)

PROJECT NO: 1210-09-71	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 23	E
FILE NAME: C:\2021\021089-WISDOT 5TH 172AC\MLB\13110906\SHETS\PLAN020301-15.DWG	HWY: STH 172	FLYBY: ANTHONY MARCO	PLOT SCALE: 1IN=10 FT	WISDOT/CADDS SHEET 42
LAYOUT NAME: 00320-15	PLOT DATE: 12/2/2022 12:31 PM	PLOT NAME:		



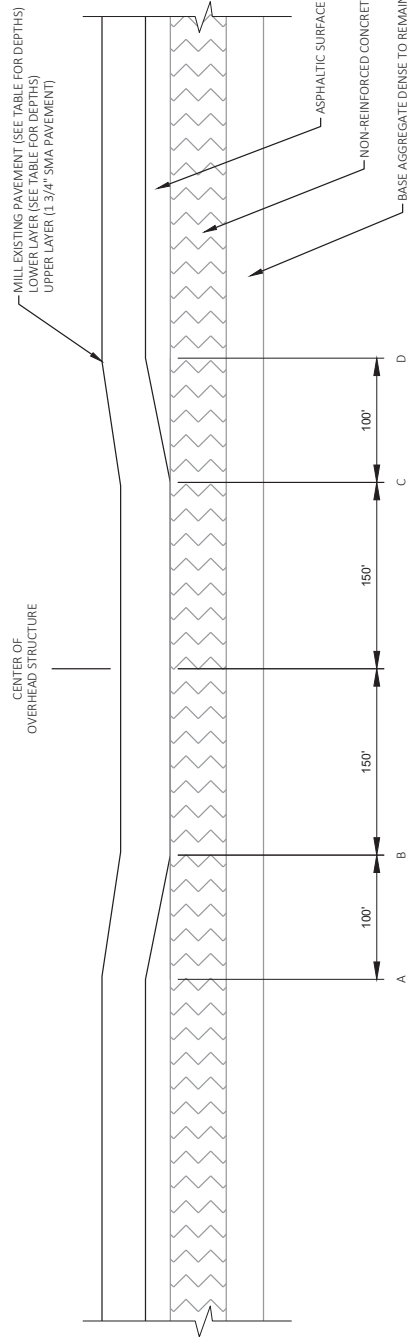
SECTION A-A



DETAIL FOR ASPHALTIC SHOULDER AT BEAM GUARD

253

Addendum No. 01
ID 1210-09-71
Revised Sheet 28
December 8, 2022



SPECIAL MILLING AND PAVING UNDER BRIDGES

STH 172 UNDER WEBSTER AVENUE
STH 172 EB UNDER IH 43 NB TO STH 172 WB RAMP

BRIDGE	MILLING DEPTHS				PAVING DEPTHS (LOWER LAYER)			
	A	B	C	D	A	B	C	D
B-05-150 (EB STH 172)	2"	3"	3"	2"	1 3/4"	1 1/4"	1 1/4"	1 3/4"
B-05-150 (WB STH 172)	2"	3 1/2"	3 1/2"	2"	1 3/4"	1 3/4"	1 3/4"	1 3/4"
B-05-185	2 1/2"	3"	3"	2 1/2"	3/4"	3/4"	3/4"	3/4"

ROADWAY	BRIDGE	OVERPASS	CLEARANCE	EXISTING VERTICAL BRIDGE CLEARANCE DATA	
				APPROXIMATE ASPHALT DEPTHS EB	WB
STH 172 EB	B-05-150	WEBSTER AVENUE	15.86	3"	--
STH 172 WB	B-05-150	WEBSTER AVENUE	16.74	--	4"
STH 172 EB	B-05-185	IH 43 TO STH 172 WB RAMP	15.97	4"	4"

NOTE: MUST MAINTAIN VERTICAL CLEARANCE AT B-05-150. VERTICAL CLEARANCE TO INCREASE TO 16.01' AT B-05-185.

CONSTRUCTION DETAILS

COUNTY: BROWN

FILE NAME: C:\2021\021089 - WISDOT STH 172\CD\130\1310900\SHETS\PLAN021001-CD.DWG
LAYOUT NAME: 06

PLOT DATE: 12/1/2022 12:34 PM

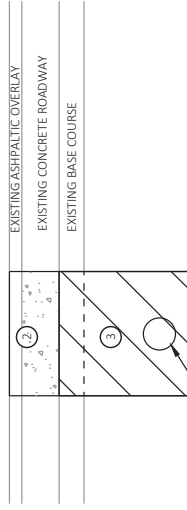
PLOT BY: CHM D EVER

PLOT SCALE: 1 IN=10 FT

SHEET 28

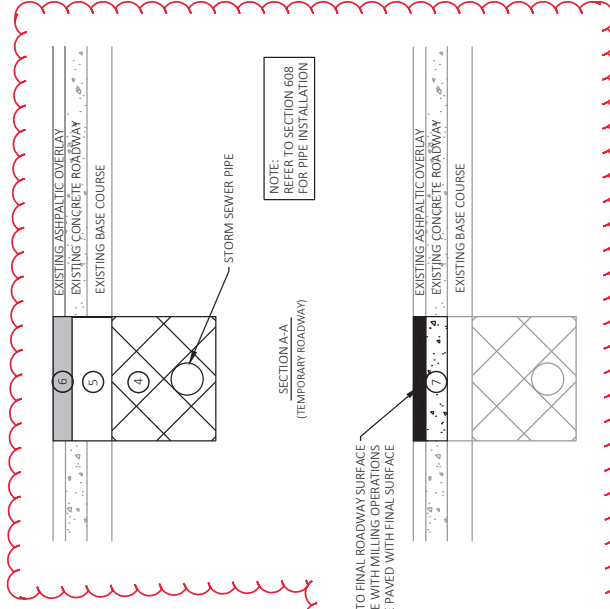
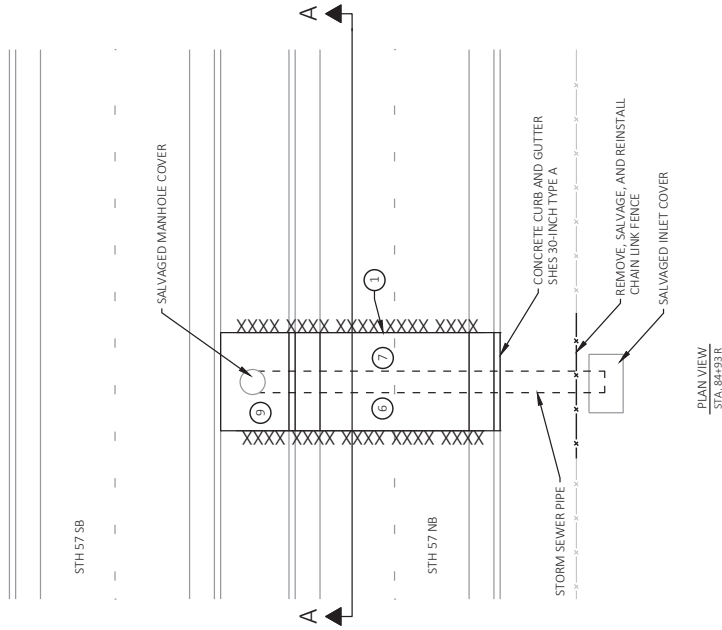
WISDOT/CADDIS SHEET 42

Addendum No. 01
ID 1210-09-71
Revised Sheet 32
December 8, 2022



LEGEND

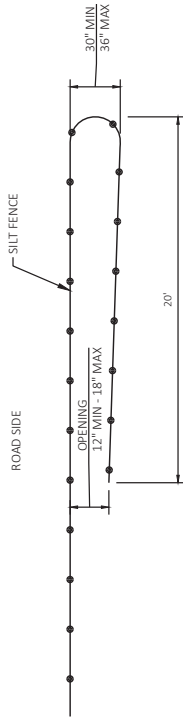
- 1 SAWING CONCRETE (PAID SEPARATELY)
- 2 REMOVING CONCRETE PAVEMENT (PAID SEPARATELY)
- 3 EXCAVATION FOR STORM SEWER (INCIDENTAL TO PIPE)
- 4 PIPE BACKFILL (INCIDENTAL TO PIPE)
- 5 8" BASE AGGREGATE DENSE 1 1/4 INCH ASPHALTIC SURFACE TEMPORARY 5-INCH CONCRETE BASE SHEES 1 1/2-INCH
- 6 CONCRETE SIDEWALK 5-INCH



STORM SEWER PIPE REPLACEMENT
STA. 84+93 R

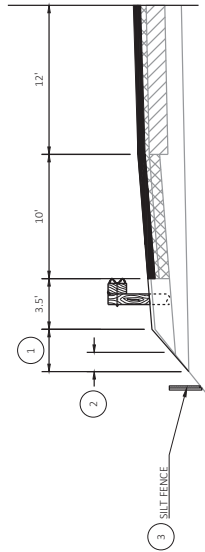
NOTES:

SILT FENCE POSTS FOR THE TURN-AROUND SHOULD BE ON THE OUTSIDE OF THE TURN-AROUND AND TRENCHED IN ACCORDING TO SILT FENCE REQUIREMENTS.



PLAN VIEW

TEMPORARY SMALL ANIMAL TURN-AROUND



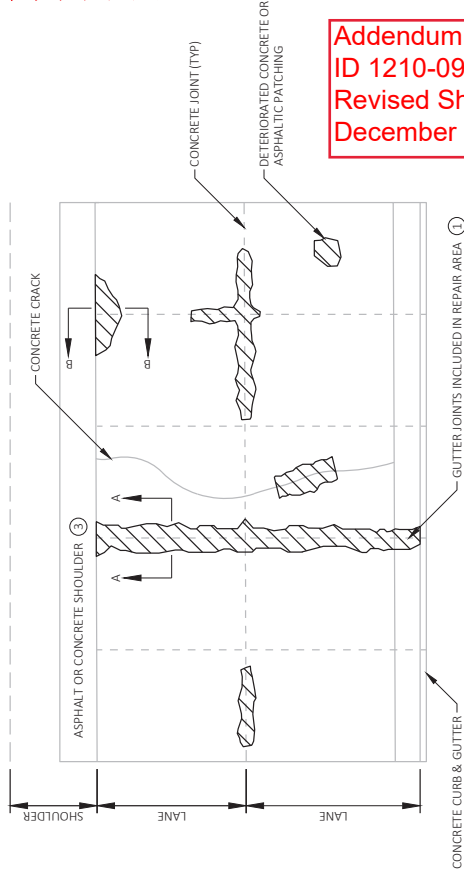
TYPICAL EROSION CONTROL SECTION
STH 172 - GUARDRAIL SECTIONS

NOTES

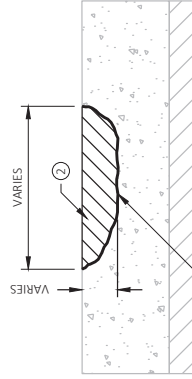
- 1 SEED & FERTILIZER
- 2 SALVAGED TOPSOIL & EROSION MAT CLASS / TYPE A
- 3 PLACE SILT FENCE WITHIN 3- FEET OF SLOPE INTERCEPT

- ASPHALTIC SURFACE
- EXISTING CONCRETE PAVEMENT
- EXISTING BASE COURSE

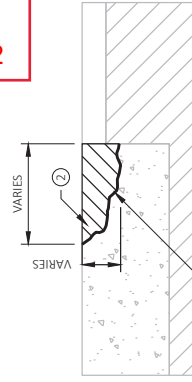
- NOTES:
- 1 PERFORM CONCRETE JOINT AND CRACK CLEANING AND REPAIR IF ASPHALT OVERLAY WILL BE PLACED ON CONCRETE GUTTER
 - 2 REMOVE UNSOUND AND DETERIORATED MATERIAL INCLUDING EXISTING ASPHALTIC PATCHING
 - 3 EXISTING CONCRETE SHOULDER 5-FOOT OR LESS INCLUDED IN REPAIR AREA OF ADJACENT LANE



PLAN VIEW



SECTION A-A



SECTION B-B

Addendum No. 01
ID 1210-09-71
Revised Sheet 33
December 8, 2022

CONCRETE JOINT AND CRACK CLEANING AND REPAIR
SEE MISCELLANEOUS QUANTITIES FOR LOCATION

PROJECT NO: 1210-09-71

HWY: STH 172

COUNTY: BROWN

CONSTRUCTION DETAILS

SHEET

33

E

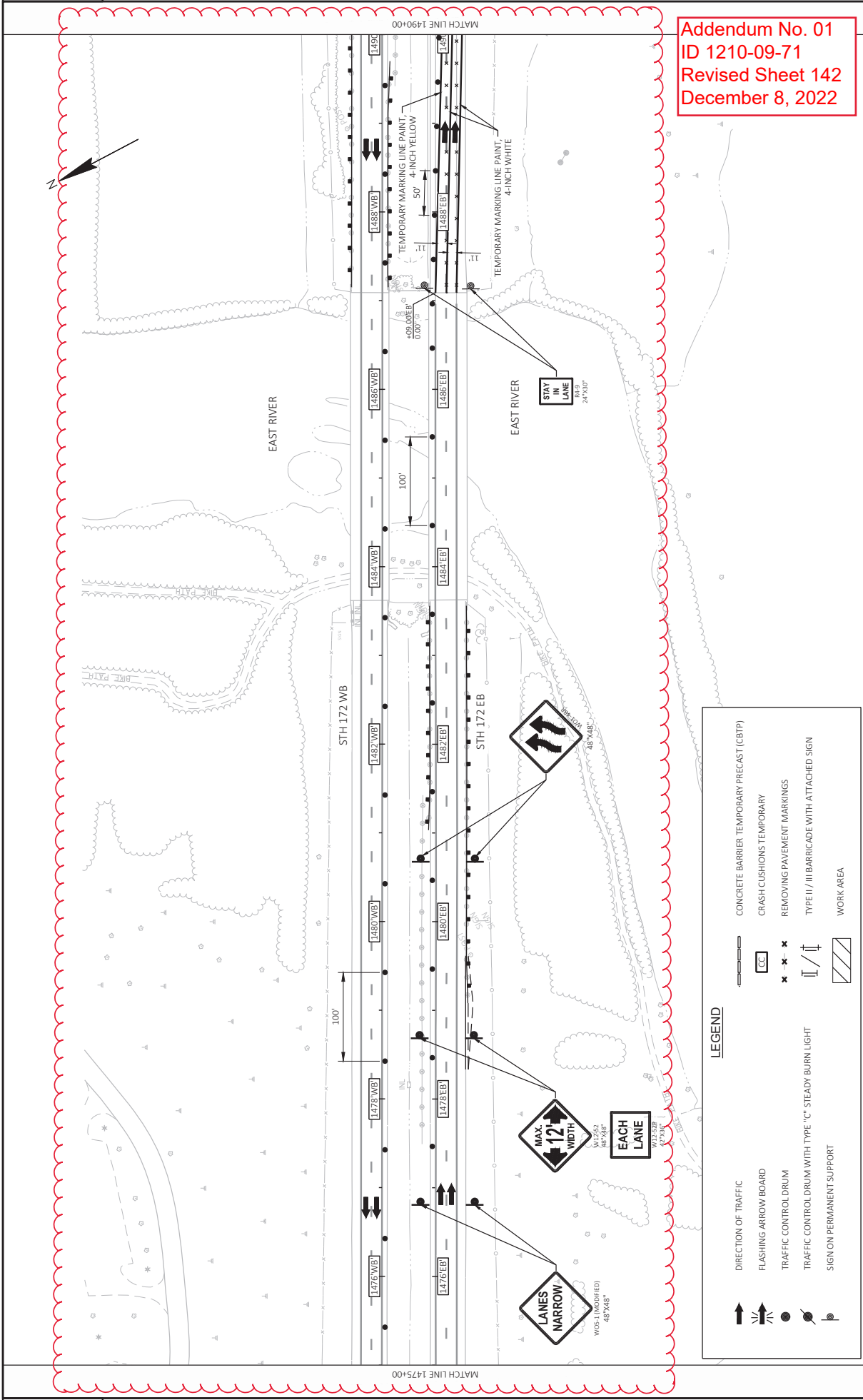
FILE NAME: G:\2021\1210\1210-09-71\W8001 STH 172\DWG\1301\210900\SHSHEE TSP\LAN\021001-CD.DWG LAYOUT NAME: 11

PLOT DATE: 12/5/2022 2:25 PM

PLOT BY: KYIE CORNELIUS

PLOT SCALE: 1 IN=10 FT

W8001/CAOS SHEET 42

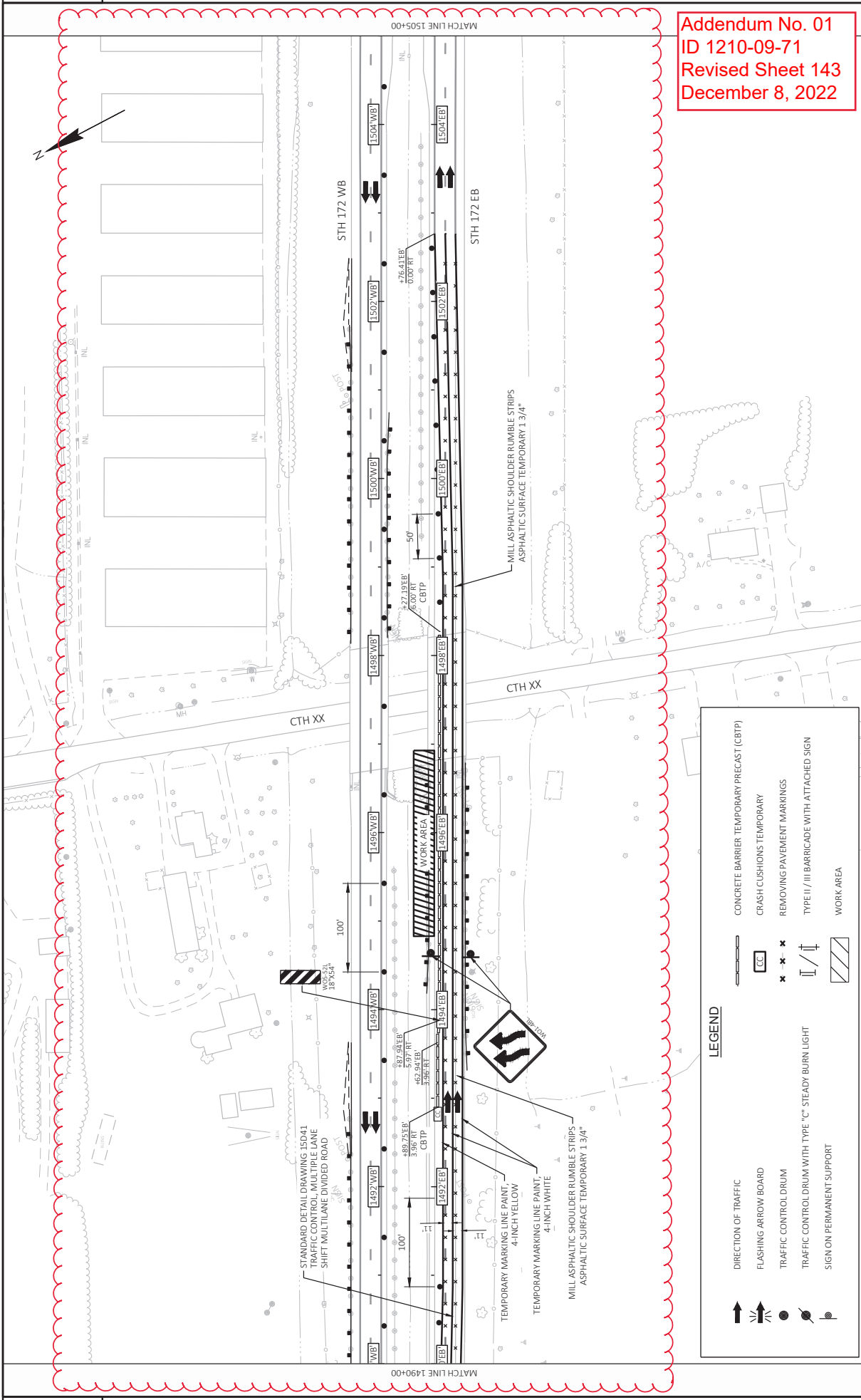


Addendum No. 01
 ID 1210-09-71
 Revised Sheet 142
 December 8, 2022

LEGEND

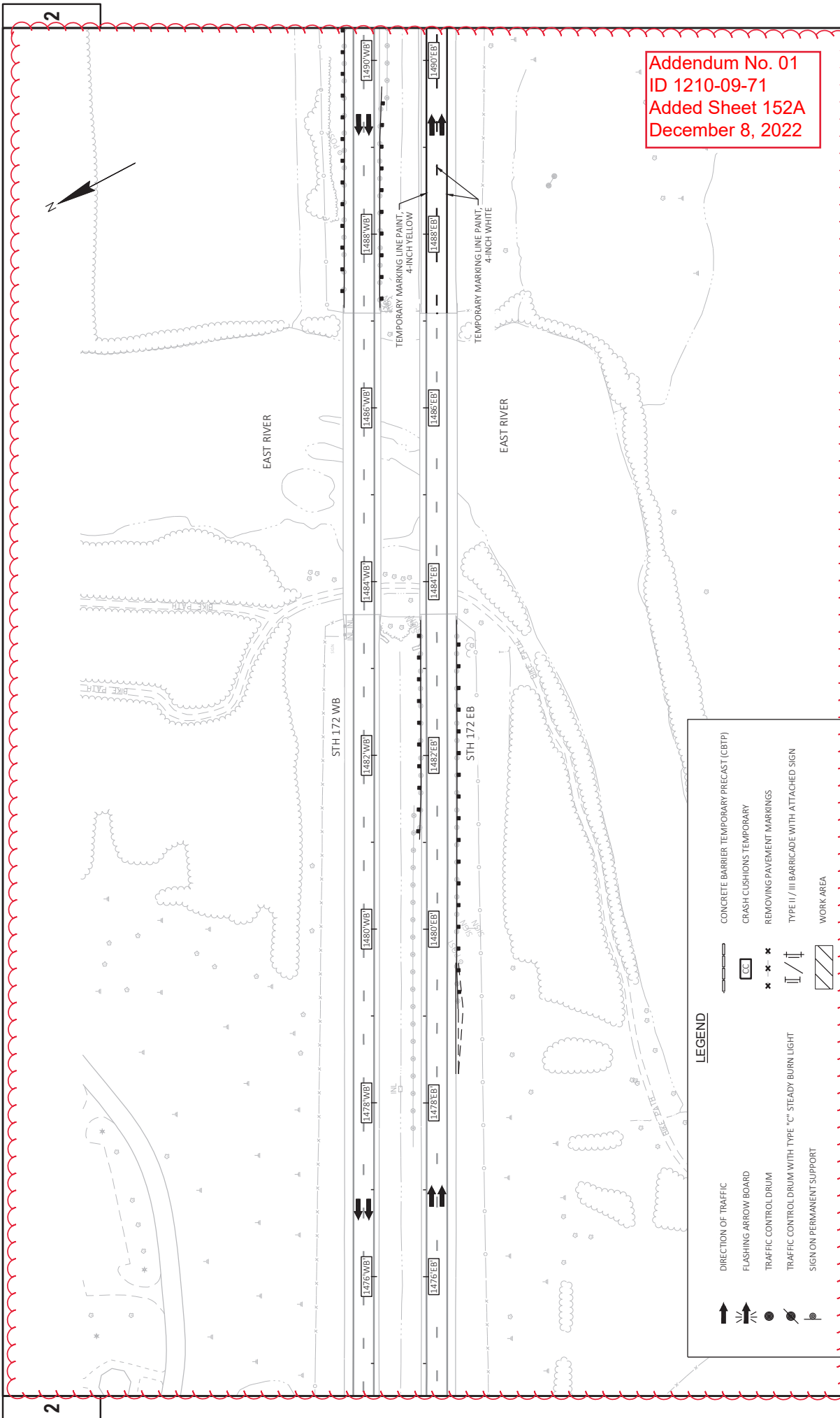
	DIRECTION OF TRAFFIC		CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
	FLASHING ARROW BOARD		CRASH CUSHIONS TEMPORARY
	TRAFFIC CONTROL DRUM		REMOVING PAVEMENT MARKINGS
	TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT		TYPE II / III BARRICADE WITH ATTACHED SIGN
	SIGN ON PERMANENT SUPPORT		WORK AREA

Addendum No. 01
 ID 1210-09-71
 Revised Sheet 143
 December 8, 2022



LEGEND

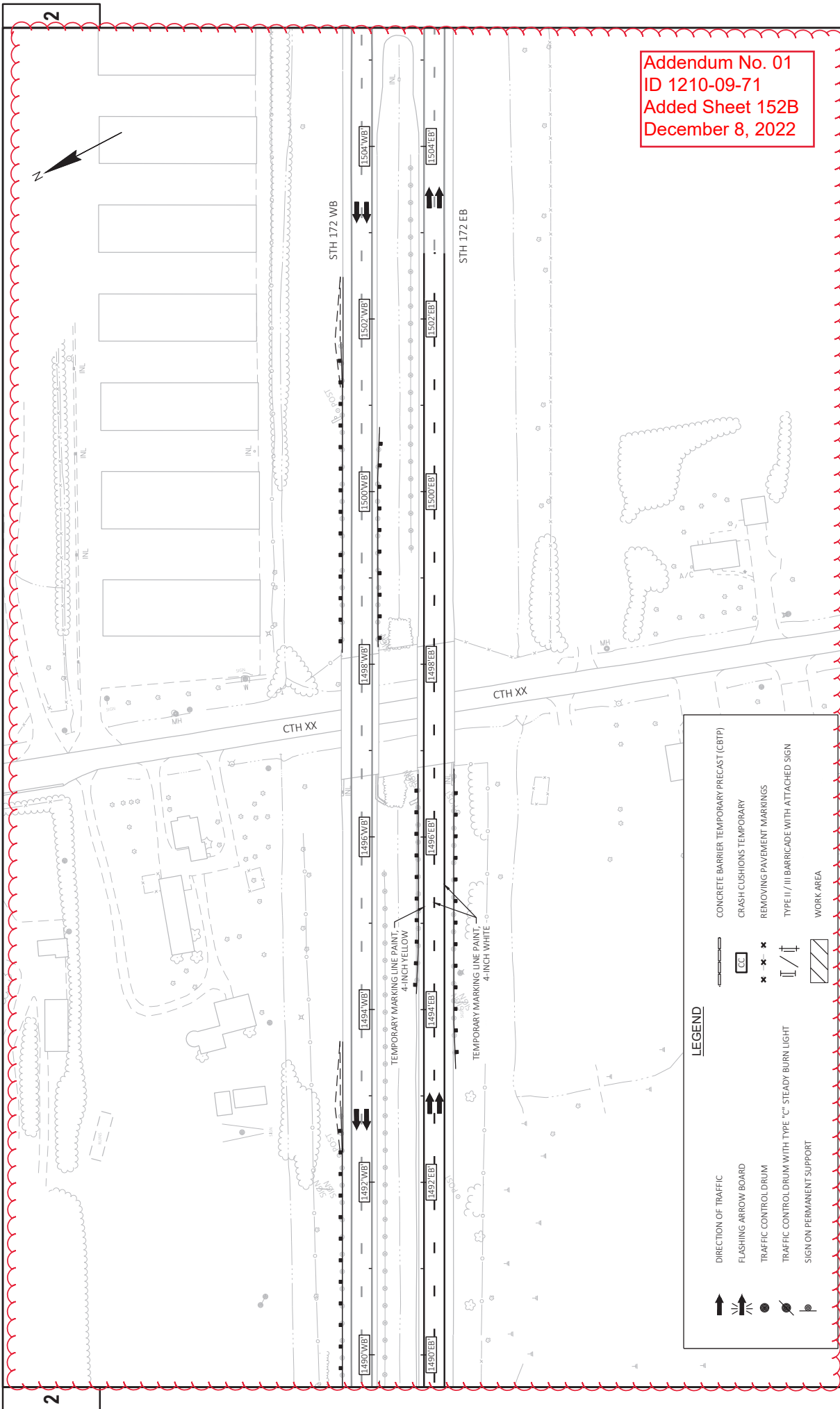
	DIRECTION OF TRAFFIC		CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
	FLASHING ARROW BOARD		CRASH CUSHIONS TEMPORARY
	TRAFFIC CONTROL DRUM		REMOVING PAVEMENT MARKINGS
	TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT		TYPE II / III BARRICADE WITH ATTACHED SIGN
	SIGN ON PERMANENT SUPPORT		WORK AREA



Addendum No. 01
 ID 1210-09-71
 Added Sheet 152A
 December 8, 2022

LEGEND

	DIRECTION OF TRAFFIC		CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
	FLASHING ARROW BOARD		CRASH CUSHIONS TEMPORARY
	TRAFFIC CONTROL DRUM		REMOVING PAVEMENT MARKINGS
	TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT		TYPE II / III BARRICADE WITH ATTACHED SIGN
	SIGN ON PERMANENT SUPPORT		WORK AREA



Addendum No. 01
 ID 1210-09-71
 Added Sheet 152B
 December 8, 2022

LEGEND

	DIRECTION OF TRAFFIC		CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
	FLASHING ARROW BOARD		CRASH CUSHIONS TEMPORARY
	TRAFFIC CONTROL DRUM		REMOVING PAVEMENT MARKINGS
	TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT		TYPE II / III BARRICADE WITH ATTACHED SIGN
	SIGN ON PERMANENT SUPPORT		WORK AREA

Addendum No. 01
ID 1210-09-71
Revised Sheet 175
December 8, 2022

CATEGORY	STATION	TO	STATION	LOCATION	LF	TACK		HMA PAVEMENT		ASPHALTIC SURFACE		ASPHALTIC SURFACE		TON
						COAT	WEDGE JOINT MILLING	4 LT 58-28 S	4 HT 58-28 S	4 SMA 58-28 V	PATCHING	TEMPORARY		
0010	1306+00 WB	-	1309+10 WB	WESTBOUND	310	250	167	124	124	465.0105*	465.0110	465.0125	---	
0010	1310+86 WB	-	1321+59 WB	WESTBOUND	1,073	840	546	432	432	---	---	---	---	
0010	1323+06 WB	-	1329+07 WB	WESTBOUND	691	590	441	277	277	---	---	---	---	
0010	1331+45 WB	-	1338+89 WB	WESTBOUND	774	600	388	312	312	---	---	---	---	
0010	1338+89 WB	-	1340+57 WB	WESTBOUND	168	140	90	90	90	---	---	---	---	
0010	1344+36 WB	-	1353+17 WB	WESTBOUND	881	640	373	354	354	---	---	---	---	
0010	1354+46 WB	-	1368+08 WB	WESTBOUND	1,362	1,000	748	748	748	---	---	---	---	
0010	1400+37 WB	-	1445+24 WB	WESTBOUND	4,487	2,860	986	1,903	1,903	14	---	---	---	
0010	1446+45 WB	-	1466+64 WB	WESTBOUND	2,019	1,100	388	723	723	27	---	---	---	
0010	1467+97 WB	-	1483+62 WB	WESTBOUND	1,565	830	350	523	523	---	---	---	---	
0010	1487+09 WB	-	1496+72 WB	WESTBOUND	963	510	215	319	319	---	---	---	---	
0010	1498+12 WB	-	1535+86 WB	WESTBOUND	3,774	2,270	503	1,648	1,648	16	---	---	---	
0010	1537+48 WB	-	1568+51 WB	WESTBOUND	3,103	2,050	406	1,520	1,520	52	---	---	---	
0010	1569+97 WB	-	1593+83 WB	WESTBOUND	2,386	1,860	383	1,364	1,364	51	---	---	---	
0010	1593+83 WB	-	1601+52 WB	WESTBOUND	769	420	114	117	117	---	---	---	---	
0010	1604+76 WB	-	1618+77 WB	WESTBOUND	1,401	740	224	198	198	461	---	---	---	
0010	1622+95 WB	-	1635+02 WB	WESTBOUND	1,207	630	191	170	170	397	---	---	---	
0010	1302+04 EB	-	1309+35 EB	EASTBOUND	731	680	545	294	294	---	---	---	---	
0010	1310+55 EB	-	1321+58 EB	EASTBOUND	1,103	910	631	444	444	---	---	---	---	
0010	1323+05 EB	-	1329+28 EB	EASTBOUND	673	490	288	271	271	---	---	---	---	
0010	1330+96 EB	-	1340+40 EB	EASTBOUND	944	910	761	380	380	---	---	---	---	
0010	1344+20 EB	-	1352+97 EB	EASTBOUND	877	520	353	353	353	---	---	---	---	
0010	1354+31 EB	-	1368+08 EB	EASTBOUND	1,377	1,030	309	705	705	---	---	---	---	
0010	1400+31 EB	-	1445+24 EB	EASTBOUND	4,493	1,830	151	1,459	1,459	19	---	---	---	
0010	1446+45 EB	-	1466+64 EB	EASTBOUND	1,993	1,320	412	904	904	13	---	---	---	
0010	1467+76 EB	-	1483+63 EB	EASTBOUND	1,587	850	356	531	531	---	---	---	---	
0010	1487+09 EB	-	1496+81 EB	EASTBOUND	972	520	348	348	348	22	---	---	---	
0010	1498+21 EB	-	1535+78 EB	EASTBOUND	3,757	2,110	603	1,471	1,471	66	---	---	---	
0010	1537+40 EB	-	1568+64 EB	EASTBOUND	3,124	1,850	450	1,355	1,355	22	---	---	---	
0010	1570+10 EB	-	1590+85 EB	EASTBOUND	2,075	1,220	316	613	613	---	---	---	---	
0010	1590+85 EB	-	436+34 EB	172 EB TO IH 43 NB RAMP	2,859	1,550	452	407	407	---	---	---	---	
0010	440+62 EB	-	455+27 EB	173 EB TO IH 43 NB RAMP	1,465	790	235	212	212	495	---	---	---	
0010	1327+86 YW	-	1335+22 YW	PILGRIM WAY TO 172WB RAMP	---	150	---	310	310	---	---	---	---	
0010	1331+49 WY	-	1333+97 WY	172WB TO PILGRIM WAY	---	150	---	303	303	---	---	---	---	
0010	1323+06 EH	-	1329+92 EH	172EB TO VANDERPERREN	---	140	---	277	277	---	---	---	---	
0010	1330+75 EH	-	1331+41 EH	172EB TO VANDERPERREN	---	30	---	52	52	---	---	---	---	
0010	1329+19 HE	-	1333+85 HE	VANDERPERREN WAY TO 172EB	---	290	---	587	587	---	---	---	---	
0010	73+80 R	-	96+14 R	RIVERSIDE	---	1,070	---	2,185	2,185	---	---	20	---	
0010	81+75 ER	-	85+63 ER	172EB TO RIVERSIDE	---	240	---	487	487	---	---	---	---	
0010	1400+06 RW	-	1421+75 RW	RIVERSIDE TO WEBSTER RAMP	---	390	---	811	811	---	---	---	---	
0010	1422+31 WE	-	1432+77 WE	WEBSTER TO 172 EB RAMP	---	270	---	553	553	---	---	---	---	
0010	1408+45 EW	-	1416+70 EW	172EB TO WEBSTER RAMP	---	200	---	414	414	---	---	---	---	
0010	1402+74 WB	-	1408+20 WB	RIVERSIDE TO 172WB	---	110	---	710	710	---	---	---	---	
0010	1401+36 WR	-	1415+25 WR	WEBSTER TO RIVERSIDE RAMP	---	250	---	505	505	---	---	---	---	
0010	1421+88 WBWB	-	1433+66 WBWB	172WB TO WEBSTER RAMP	---	240	---	485	485	---	---	---	---	
0010	106+11 W	-	107+80 W	WEBSTER AVE	---	250	---	519	519	---	---	---	---	
0010	20+70	-	27+94	CTH GV	---	430	---	873	873	---	---	---	---	
0010	1524+79 EGW	-	1535+36 EGW	172EB TO GV RAMP	---	300	---	616	616	---	---	---	---	
0010	1524+95 GWW	-	1536+36 GWW	GV TO 172WB RAMP	---	240	---	494	494	---	---	---	---	
0010	1536+73 GVE	-	1549+22 GVE	GV TO 172EB RAMP	---	260	---	543	543	---	---	---	---	
0010	1537+66 WGV	-	1548+98 WGV	172WB TO GV RAMP	---	240	---	486	486	---	---	---	---	
0010	1593+81 SW	-	1638+43 SW	43SB TO 172WB RAMP	---	2,370	720	648	1,512	---	---	---	---	
0010		-		PARK & RIDE- HOFFMAN RD	---	320	530	---	---	---	---	---	---	
PROJECT 1210-09-71					54,963	41,880	13,070	32,426	23,551	301	250	20	---	
* ADDITIONAL QUANTITIES SHOWN ELSEWHERE					TOTALS									

PROJECT NO: 1210-09-71	HWY: STH 172	COUNTY: BROWN	MISCELLANEOUS QUANTITIES	SHEET NO: 175
FILE NAME : 015021039_STH 172(CV)ML3D(12100971)SHETSPLAN(030201)mg.ppt	DATE : 12/7/2022 2:38 PM	DATE : 12/7/2022 2:38 PM	NAME : 0302001.mxd	SCALE : 1:00000(1:00000)
			PLOT NAME : 0302001.mxd	PLOT SCALE : 1:00000(1:00000)
			PLOT BY :	WISDOT / CADDS SHEET 42

TEMPORARY PAVEMENT MARKING

CATEGORY	STAGE/BRIDGE	646.9000 MARKING REMOVAL LINE 4-INCH		646.9055 * MARKING REMOVAL LINE GROOVED CONTRAST PERMANENT TAPE 4-INCH		646.9100 MARKING REMOVAL LINE 8-INCH		643.3105 TEMPORARY MARKING LINE PAINT 4-INCH 12.5 FT LINE 50 FT SKIP		643.3205 TEMPORARY MARKING LINE PAINT 8-INCH 12.5 FT LINE 50 FT SKIP		643.3120 TEMPORARY MARKING LINE EPOXY 4-INCH 12.5 FT LINE 50 FT SKIP		643.3220 TEMPORARY MARKING LINE EPOXY 8-INCH		REMARKS
		LF	LF	LF	LF	LF	LF	WHITE	YELLOW	LF	LF	WHITE	YELLOW	LF	LF	
0010	STAGE 1B	--	--	4,290	4,280	--	--	--	--	--	--	--	--	--	--	IH 43 NB TO STH 173 WB
0010	STAGE 2A	--	--	--	--	--	--	--	--	--	--	--	--	--	--	STH 172 EB/WB
0010	STAGE 2A/ EB B-05-172	3,885	65	5,050	1,580	370	370	5,050	1,580	780	780	5,050	1,580	370	370	STA 1436+54 - STA 1452+34 EB
0010	STAGE 2A/ EB B-05-176	3,725	40	3,375	1,580	40	40	3,375	1,580	40	40	3,375	1,580	40	40	STA 1486+96 - STA 1502+76 EB
0010	STAGE 2A/ EB B-05-180	4,540	40	4,065	2,030	55	55	4,065	2,030	55	55	4,065	2,030	55	55	STA 1522+69 - STA 1543+00 EB
0010	STAGE 2A/ WB B-05-181	5,550	75	6,795	2,265	--	--	6,795	2,265	--	--	6,795	2,265	--	--	STA 1558+18 - STA 1581+14 WB
0010	STAGE 2B	--	--	--	--	--	--	--	--	--	--	--	--	--	--	STH 172 EB/WB
0010	STAGE 2B/ WB B-05-171	4,295	40	3,845	1,925	--	--	3,845	1,925	--	--	3,845	1,925	--	--	STA 1439+10 - STA 1458+32 WB
0010	STAGE 2B/ EB B-05-178	1,965	40	3,135	1,570	--	--	3,135	1,570	--	--	3,135	1,570	--	--	STA 1487+09 - STA 1502+76 EB
0010	STAGE 2B/ EB B-05-180	--	--	4,065	2,030	--	--	4,065	2,030	--	--	4,065	2,030	--	--	STA 1522+69 - STA 1543+00 EB
0010	STAGE 2B/ WB B-05-179	3,940	40	3,525	1,765	--	--	3,525	1,765	--	--	3,525	1,765	--	--	STA 1528+60 - STA 1546+23 WB
0010	STAGE 2B/ WB B-05-181	--	--	5,165	1,720	--	--	5,165	1,720	--	--	5,165	1,720	--	--	STA 1563+82 - STA 1581+32 WB
0010	STAGE 2B/ EB B-05-172	--	--	2,295	1,580	--	--	2,295	1,580	390	390	2,295	1,580	--	--	STA 1436+54 - STA 1452+34 EB
0010	STAGE 2B/ EB B-05-176	--	--	1,980	1,580	--	--	1,980	1,580	--	--	1,980	1,580	--	--	STA 1486+96 - STA 1502+76 EB
0010	STAGE 3C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	STH 172 EB/WB
0010	STAGE 2B/ WB B-05-171	--	--	2,410	1,925	--	--	2,410	1,925	--	--	2,410	1,925	--	--	STA 1439+10 - STA 1458+32 WB
0010	STAGE 2B/ EB B-05-180	--	--	2,390	1,905	--	--	2,390	1,905	55	55	2,390	1,905	--	--	STA 1522+69 - STA 1543+00 EB
0010	STAGE 2B/ WB B-05-179	--	--	2,215	1,765	--	--	2,215	1,765	--	--	2,215	1,765	--	--	STA 1528+60 - STA 1546+23 WB
0010	STAGE 2B/ WB B-05-181	--	--	2,560	1,765	--	--	2,560	1,765	--	--	2,560	1,765	--	--	STA 1563+82 - STA 1581+32 WB
0010	STAGE 3A	--	--	49,560	--	3,775	3,775	49,560	--	17,165	17,165	49,560	--	3,775	3,775	STH 172 EB/WB
0010	STAGE 3B	--	--	55,220	--	6,415	6,415	55,220	--	18,390	18,390	55,220	--	6,415	6,415	STH 172 EB/WB
TOTALS:		28,510	340	106,720	86,485	425	425	106,720	86,485	208,395	208,395	106,720	86,485	114,970	114,970	

* ADDITIONAL QUANTITIES LISTED ELSEWHERE

Addendum No. 01
 ID 1210-09-71
 Revised Sheet 190
 December 8, 2022

Addendum No. 01
 ID 1210-09-71
 Revised Sheet 192
 December 8, 2022

TRAFFIC CONTROL SUMMARY (CONTINUED)

DURATION CALENDAR	643.0300	TRAFFIC CONTROL DRUMS	643.1070		643.0410		643.0420		643.0705		643.0715		643.0800		643.0900		643.1050		643.1205.S	
			CONES 42-INCH	TRAFFIC CONTROL BARRICADES TYPE II	TRAFFIC CONTROL BARRICADES TYPE III	TRAFFIC CONTROL WARNING LIGHTS TYPE A	TRAFFIC CONTROL WARNING LIGHTS TYPE C	ARROW BOARDS	TRAFFIC CONTROL SIGNS	TRAFFIC CONTROL SIGNS POMS	TRAFFIC CONTROL BASIC TRAFFIC	QUEUE WARNING SYSTEMS								
DAYS*	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY
Stage 2A																				
STH 172 WB ADVANCED SIGNING	30	25	750	--	--	3	90	6	180	25	750	--	--	12	360	--	--	--	--	--
STH 172 EB ADVANCED SIGNING	30	200	6,000	--	--	2	60	4	120	50	1,500	2	60	47	1,410	1	7	1	7	30
IH 43 SB/STH 172 WB RAMP	30	--	--	--	--	1	30	2	60	30	900	--	--	8	240	1	7	1	7	30
IH 43 NB/STH 172 WB	30	--	--	--	--	1	30	2	60	30	900	--	--	7	210	1	7	1	7	30
SUB-TOTALS STAGE 2A			6,750	--	--	210	210	420	420	4,050	4,050	60	60	2,220	2,220	21	21			90
Stage 2B																				
STH 172 WB ADVANCED SIGNING	30	175	5,250	--	--	3	90	6	180	25	750	--	--	12	360	--	--	--	--	--
STH 172 EB ADVANCED SIGNING	30	64	1,920	--	--	2	60	4	120	50	1,500	2	60	60	1,800	1	7	1	7	30
IH 43 SB/STH 172 WB RAMP	30	20	600	--	--	1	30	2	60	30	900	--	--	8	240	1	7	1	7	30
IH 43 NB/STH 172 WB	30	20	600	--	--	1	30	2	60	30	900	--	--	8	240	1	7	1	7	30
CTH GV	30	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
WEBSTER AVE	30	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SUB-TOTALS STAGE 2B			8,370	--	--	210	210	420	420	4,050	4,050	60	60	2,640	2,640	21	21			90
Stage 3A																				
STH 172 WB ADVANCED SIGNING	60	155	9,300	340	20,400	--	--	120	7,200	20	1,200	3	180	41	2,460	1	7	1	7	60
STH 172 WB UNEVEN LANES	60	--	--	--	--	--	--	--	--	--	--	--	--	12	720	--	--	--	--	--
STH 172 EB ADVANCED SIGNING	60	155	9,300	301	18,060	--	--	186	11,160	20	1,200	3	180	59	3,540	1	7	1	7	60
STH 172 EB UNEVEN LANES	60	--	--	--	--	--	--	--	--	--	--	--	--	12	720	--	--	--	--	--
IH 43 SB/STH 172 WB RAMP	60	70	4,200	--	--	7	420	14	840	20	1,200	3	180	21	1,260	1	7	1	7	60
IH 43 NB/STH 172 WB	60	55	3,300	--	--	7	420	14	840	20	1,200	--	--	16	960	1	7	1	7	60
PILGRAM WAY/STH 172 WB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
STH 172 WB/ PILGRAM WAY RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
VANDERPERREN WAY/STH 172 EB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
STH 172 EB/ VANDERPERREN WAY	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
RIVERSIDE DR/STH 172 WB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
STH 172 EB/ RIVERSIDE RD RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
WEBSTER AVE/STH 172 EB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
STH 172 EB/ WEBSTER AVE RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
WEBSTER AVE/ RIVERSIDE DR RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
WEBSTER AVE/ STH 172 WB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
STH 172 WB/ WEBSTER AVE RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
CTH GV/STH 172 WB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
STH 172 WB/ CTH GV RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
CTH GV/STH 172 WB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
STH 172 EB/ CTH GV RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
CTH GV/STH 172 EB RAMP	60	10	600	--	--	--	--	--	--	--	--	--	--	1	60	1	7	1	7	60
IH 41 SB/STH 172 EB RAMP	60	40	2,400	--	--	--	--	--	--	20	1,200	--	--	1	60	1	7	1	7	60
IH 41 NB/STH 172 EB RAMP	60	40	2,400	--	--	--	--	--	--	20	1,200	--	--	1	60	1	7	1	7	60
SUB-TOTALS STAGE 3A			39,900	38,460	20,040	10,020	20,040	20,040	20,040	7,200	7,200	540	540	10,980	10,980	87	87			360

*FOR INFORMATION ONLY
 **TRAFFIC CONTROL QUANTITIES ARE CATEGORY 0010

TRAFFIC CONTROL SUMMARY (CONTINUED)

DURATION CALENDAR	DAYS*	643.0300 TRAFFIC CONTROL DRUMS		643.1070 TRAFFIC CONTROL CONES 42-INCH		643.0410 TRAFFIC CONTROL BARRICADES TYPE II		643.0420 TRAFFIC CONTROL BARRICADES TYPE III		643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A		643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C		643.0800 TRAFFIC CONTROL ARROW BOARDS		643.0900 TRAFFIC CONTROL SIGNS		643.1050 TRAFFIC CONTROL SIGNS PCMS		643.1205.S TRAFFIC CONTROL BASIC TRAFFIC QUEUE WARNING SYSTEMS			
		EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY
Stage 3B																							
	60	155	9,300	660	39,600	--	--	60	3,600	120	7,200	--	--	--	--	32	1,920	1	7	1	1	60	
STH 172 WB ADVANCED SIGNING	60	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
STH 172 WB UNEVEN SURFACE	60	155	9,300	586	35,160	--	--	93	5,580	186	11,160	--	--	--	--	12	720	1	7	1	1	60	
STH 172 EB ADVANCED SIGNING	60	66	3,960	--	--	--	--	7	420	14	840	--	--	--	--	12	720	1	7	1	1	60	
IH 43 SB/STH 172 WB RAMP	60	56	3,360	--	--	--	--	7	420	14	840	--	--	--	--	16	960	1	7	1	1	60	
IH 43 NB/STH 172 WB	60	10	600	--	--	--	--	5	300	10	600	--	--	--	--	4	240	1	3	1	1	60	
PILGRAM WAY/STH 172 WB RAMP	60	38	2,280	--	--	--	--	8	480	16	960	20	1,200	--	--	1	60	1	3	1	1	60	
STH 172 WB/ PILGRAM WAY RAMP	60	10	600	--	--	--	--	12	720	24	1,440	--	--	--	--	4	240	1	3	1	1	60	
VANDERPERREN WAY/STH 172 EB RAMP	60	38	2,280	--	--	--	--	8	480	16	960	20	1,200	--	--	19	1,140	1	3	1	1	60	
STH 172 EB/ VANDERPERREN WAY	60	38	2,280	--	--	--	--	8	480	16	960	20	1,200	--	--	4	240	1	3	1	1	60	
RIVERSIDE DR/STH 172 WB RAMP	60	38	2,280	--	--	--	--	8	480	16	960	20	1,200	--	--	4	240	1	3	1	1	60	
STH 172 EB/ RIVERSIDE RD RAMP	60	38	2,280	--	--	--	--	8	480	16	960	20	1,200	--	--	1	60	1	3	1	1	60	
WEBSTER AVE/STH 172 EB RAMP	60	10	600	--	--	--	--	8	480	16	960	20	1,200	--	--	1	60	1	3	1	1	60	
STH 172 EB/ WEBSTER AVE RAMP	60	20	1,200	--	--	--	--	4	240	8	480	--	--	--	--	4	240	1	3	1	1	60	
WEBSTER AVE/ RIVERSIDE DR RAMP	60	10	600	--	--	--	--	4	240	8	480	--	--	--	--	4	240	1	3	1	1	60	
WEBSTER AVE/ STH 172 WB RAMP	60	10	600	--	--	--	--	4	240	8	480	--	--	--	--	4	240	1	3	1	1	60	
STH 172 WB/ WEBSTER AVE RAMP	60	38	2,280	--	--	--	--	4	240	8	480	20	1,200	--	--	4	240	1	3	1	1	60	
STH 172 WB/ CTH GV RAMP	60	38	2,280	--	--	--	--	4	240	8	480	20	1,200	--	--	1	60	1	3	1	1	60	
CTH GV/STH 172 WB RAMP	60	10	600	--	--	--	--	4	240	8	480	--	--	--	--	1	60	1	3	1	1	60	
STH 172 EB/ CTH GV RAMP	60	38	2,280	--	--	--	--	8	480	16	960	20	1,200	--	--	19	1,140	1	3	1	1	60	
CTH GV/STH 172 EB RAMP	60	10	600	--	--	--	--	4	240	8	480	--	--	--	--	1	60	1	3	1	1	60	
IH 41 SB/STH 172 EB RAMP	60	50	3,000	--	--	--	--	4	240	8	480	--	--	--	--	1	60	1	7	1	1	60	
IH 41 NB/STH 172 EB RAMP	60	50	3,000	--	--	--	--	4	240	8	480	--	--	--	--	1	60	1	7	1	1	60	
SUB-TOTALS STAGE 3B		53,280	177,325	74,760	166,720	--	--	15,840	39,030	78,060	31,680	8,400	37,175	1,080	13,020	87	41,415	432	432	1	1	360	1,230

TOTALS: 177,325 166,720 1,045 39,030 78,060 31,680 8,400 37,175 1,080 41,415 432 432 1 1 360 1,230

*FOR INFORMATION ONLY

**TRAFFIC CONTROL QUANTITIES ARE CATEGORY 0010

TRAFFIC CONTROL SIGNS FIXED MESSAGE

CATEGORY	STAGE	LOCATION	SIGN CODE	HEIGHT INCH	WIDTH INCH	MESSAGE SF
0010	1	RIVERSIDE	--	48	30	10
0010	1	RIVERSIDE	--	48	30	10
0010	1	CTH GV	--	48	30	10
0010	1	CTH GV	--	48	30	10
TOTALS:						40

CONCRETE JOINT AND CRACK CLEANING AND REPAIR

Addendum No. 01
ID 1210-09-71
Revised Sheet 193
December 8, 2022

CATEGORY	ROADWAY	SPV.0090.03 LF
0010	CTH GV	7,525
TOTALS:		7,525

B-05-108 REPAIR SUMMARY

BID ITEM	DESCRIPTION	UNIT	QTY	COMMENTS
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	319	APPLY TO ROADSIDE AND TOP FACES FOR FULL LENGTH OF BOTH PARAPETS
509.1500	CONCRETE SURFACE REPAIR	SF	10	PIER 3 COLUMN 2, SPALL NEAR SE END PARAPET, AND LARGE SPALL IN BACKWALL AT W. ABUTMENT
SPV.0090	JOINT SEALING	LF	150	--

B-05-121 REPAIR SUMMARY

BID ITEM	DESCRIPTION	UNIT	QTY	COMMENTS
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	319	APPLY TO ROADSIDE AND TOP FACES FOR FULL LENGTH OF BOTH PARAPETS
509.1500	CONCRETE SURFACE REPAIR	SF	12	PIER 1 COLUMN 3, PIER 2 COLUMN 4 AND LARGE SPALLS IN BACKWALL AT W. ABUTMENT
SPV.0090	JOINT SEALING	LF	123	--

B-05-147 REPAIR SUMMARY

BID ITEM	DESCRIPTION	UNIT	QTY	COMMENTS
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	123	APPLY TO ROADSIDE AND TOP FACES FOR FULL LENGTH OF BOTH PARAPETS
509.0801	PREPARATION DECKS TYPE 1	SY	16	DECK PATCHING
509.0302	PREPARATION DECKS TYPE 2	SY	6	DECK PATCHING
509.0310.S	SAWING PANEMENT DECK PREPARATION AREAS	LF	160	--
509.1500	CONCRETE SURFACE REPAIR	SF	20	SE AND SW WINGS AND SPALL AT W. ABUTMENT
SPV.0035	RAPID SET DECK REPAIR	CY	3	DECK PATCHING
SPV.0090	JOINT SEALING	LF	143	--
SPV.0090	BRIDGE DECK CRACK SEALING	LF	900	--

B-05-148 REPAIR SUMMARY

BID ITEM	DESCRIPTION	UNIT	QTY	COMMENTS
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	126	APPLY TO ROADSIDE AND TOP FACES FOR FULL LENGTH OF BOTH PARAPETS
509.0801	PREPARATION DECKS TYPE 1	SY	7	DECK PATCHING
509.0302	PREPARATION DECKS TYPE 2	SY	3	DECK PATCHING
509.0310.S	SAWING PANEMENT DECK PREPARATION AREAS	LF	70	--
509.1500	CONCRETE SURFACE REPAIR	SF	35	SE/SW WINGS, PIER 2 COLUMN 2 DELAMINATION, PIER 2 COLUMN 3 SPALL, W./E. ABUTMENT SPALLS, SW PARAPET
SPV.0035	RAPID SET DECK REPAIR	CY	1	DECK PATCHING
SPV.0090	JOINT SEALING	LF	119	--

B-05-149 REPAIR SUMMARY

BID ITEM	DESCRIPTION	UNIT	QTY	COMMENTS
SPV.0090	JOINT SEALING	LF	216	--

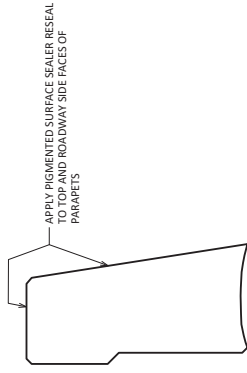
B-05-151 REPAIR SUMMARY

BID ITEM	DESCRIPTION	UNIT	QTY	COMMENTS
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	114	APPLY TO ROADSIDE AND TOP FACES FOR FULL LENGTH OF BOTH PARAPETS
509.0301	PREPARATION DECKS TYPE 1	SY	5	DECK PATCHING
509.0802	PREPARATION DECKS TYPE 2	SY	2	DECK PATCHING
509.0310.S	SAWING PAVEMENT DECK PREPARATION AREAS	LF	50	--
509.1500	CONCRETE SURFACE REPAIR	SF	4	SPALL AT SW. ABUTMENT CORNER
SPV.0035	RAPID SET DECK REPAIR	CY	1	DECK PATCHING
SPV.0090	JOINT SEALING	LF	117	--

STATE PROJECT NUMBER
1210-09-71

GENERAL NOTES

PIGMENTED SURFACE SEALER RESEAL TO BE APPLIED TO THE TOP AND FRONT FACE OF PARAPETS. PREPARATION DECKS TYPE 1 & TYPE 2 AREAS ARE BASED ON THE PLANS AND AS DETERMINED BY THE ENGINEER. DECK PREPARATION AREAS SHALL BE FILLED WITH "RAPID SET DECK REPAIR".
JOINT SEALING AREAS ARE TO BE APPLIED AT THE INTERFACE BETWEEN THE APPROACH SLAB AND STRUCTURE PAVING NOTCHES. DO NOT APPLY THE JOINT SEALANT AT MECHANICAL JOINTS OR STRIP SEAL JOINTS. DO NOT APPLY UNTIL AFTER THE HMA OVERLAY OF THE APPROACH SLAB IS COMPLETE.
BOX CULVERT CLEANING LIMITS ARE THE ENDS OF THE EXISTING APRON ENDWALLS.



PIGMENTED SURFACE SEALER RESEAL DETAIL

Addendum No. 01
ID 1210-09-71
Revised Sheet 413
December 8, 2022

NO.	DATE	REVISION	BY
1	11/9/22	BID ITEM CHANGE & GEN. NOTES	DLM

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
STRUCTURES DESIGN SECTION

STRUCTURE B-05-VARIOUS
DESIGNED BY DLM
CHECKED BY IFC

B-05-108/121/
147-149/151
REPAIRS

SHEET 2
413

SCALE = N/A

[Signature]
12/8/22

Addendum No. 01
ID 1210-09-71
Revised Sheet 435
December 8, 2022

STATE PROJECT NUMBER
1210-09-71

DESIGN DATA

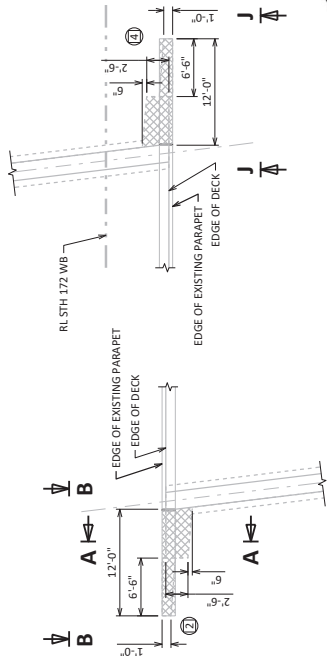
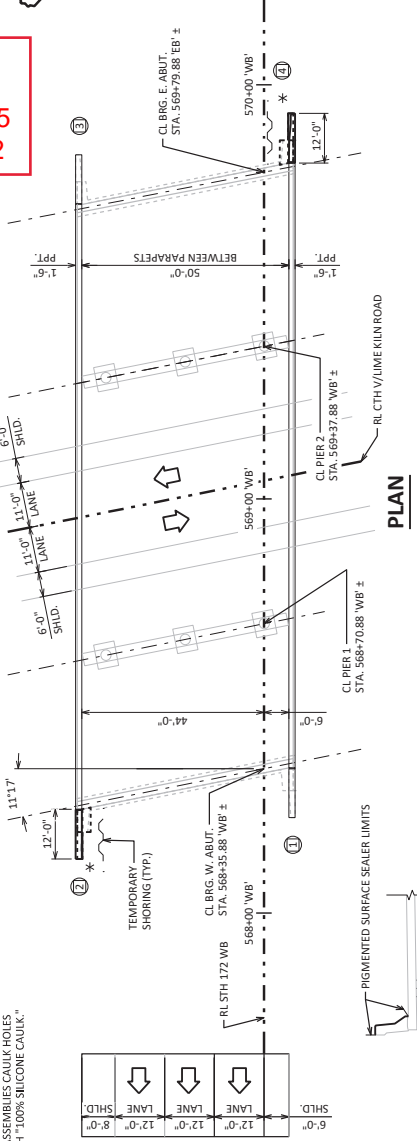
LIVELOAD: (OBTAINED FROM HS17/2022)
DESIGN LOADING: HS-20
INVENTORY RATING: HS-21
OPERATING RATING: HS-30

MATERIAL PROPERTIES:

CONCRETE MASONRY: $f'_c = 4,000 \text{ PSI}$
RAPID SET DECK REPAIR: $f'_c = 4,000 \text{ PSI}$
BAR STEEL REINFORCEMENT: GRADE 60

GENERAL NOTES

- DRAWINGS SHALL NOT BE SCALED.
- BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.
- THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.
- BEVEL EXPOSED EDGES OF CONCRETE $\frac{3}{4}$ " UNLESS OTHERWISE NOTED.
- PIGMENTED SURFACE SEALER APPLIED TO THE FRONT FACE AND TOP OF NEW PARAPETS ON WINGS. APPLICATION TO FRONT FACE AND TOP OF EXISTING PARAPETS COVERED UNDER "PIGMENTED SURFACE SEALER RESEAL".
- DIMENSIONS SHOWN ARE BASED ON THE ORIGINAL STRUCTURE PLANS.
- CONCRETE SURFACE REPAIR AREA ARE ANTICIPATED AT SPALLS AT SW, NW AND SE ABUTMENT CORNERS. LIMITS AND EXTENTS SHALL BE DETERMINED BY THE FIELD ENGINEER.
- AT THE BACK FACE OF WING ALL VOLUME WHICH CANNOT BE PLACED BEFORE WING CONSTRUCTION AND IS NOT OCCUPIED BY THE NEW WING SHALL BE BACKFILLED WITH STRUCTURE BACK FILL TYPE A.
- THE QUANTITY FOR BACKFILL STRUCTURE IS CALCULATED BASED ON THE DETAIL SHOWN IN THE PLANS.
- ALL LINES OF REPAIR SHALL BE DEFINED BY A 1" DEEP SAW CUT.
- PREPARATION DECK TYPE 1 AREA IS ANTICIPATED AT THE E. SPAN AND IS PERFORMED BY THE ENGINEER. DECK PREPARATION SHALL BE FILLED WITH "RAPID SET DECK REPAIR".
- JOINT SEALING AREAS ARE TO BE APPLIED AT THE INTERFACE BETWEEN THE APPROACH SLAB AND STRUCTURE PAWING NOTCHES. DO NOT APPLY THE JOINT SEALANT AT MECHANICAL JOINTS OR AT SPALL JOINTS. DO NOT APPLY UNTIL AFTER THE FINAL OVERLAY OF THE APPROACH SLABS IS COMPLETE.

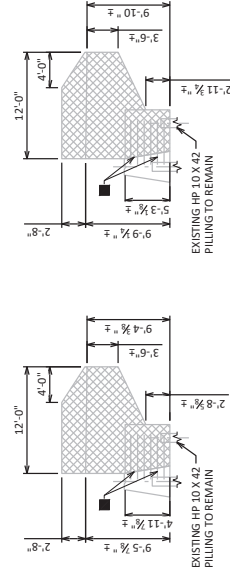


PARTIAL CROSS SECTION THRU BRIDGE
LOOKING EAST (UPSTATION)

TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEMS	UNIT	TOTAL
203.0220	REMOVING OLD STRUCTURE (B-05-181)	EACH	1
206.1001	EXCAVATION FOR STRUCTURES BRIDGES (B-05-181)	EACH	1
210.1500	BACKFILL STRUCTURE TYPE A	TON	50
502.0100	CONCRETE MASONRY BRIDGES	CY	22
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	118
502.3210	PIGMENTED SURFACE SEALER	SY	10
502.4205	ADHESIVE ANCHORS NO. 5 BAR	EACH	12
502.4206	ADHESIVE ANCHORS NO. 6 BAR	EACH	14
505.0600	BAR STEEL REINFORCEMENT HS COATED STRUCTURES	LB	2,510
509.0301	PREPARATION DECKS TYPE 1	SY	1
509.1500	CONCRETE SURFACE REPAIR	SF	12
511.1200	TEMPORARY SHORING (B-05-181)	SF	460
516.0500	RUBBERIZED MEMBRANE WATERPROOFING	SY	4
604.9015.5	RESEAL CRUSHED AGGREGATE SLOPE PAVING	SY	490
612.0406	PIPE UNDERDRAIN WRAPPED 6-INCH	LF	50
614.0150	ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	EACH	2
SPV.0035	RAPID SET DECK REPAIR	CY	1
SPV.0090	JOINT SEALING	LF	102
	NON-BID ITEMS		
	FILLER	SIZE	$\frac{3}{4}$ "

EXISTING WING 2 & 4 AND W/E ABUT.



SECTION J-J, WING 4

SECTION B-B, WING 2

EXISTING SECTION A-A
SHOWING REMOVAL LIMITS FOR WING 2, WING 4 SIMILAR

LINE OF CONCRETE REMOVAL. PRESERVE EXISTING HORIZONTAL REINFORCEMENT. INCORPORATE INTO NEW WORK

EXISTING ELEVATION
SHOWING REMOVAL LIMITS

LIST OF DRAWINGS:

1	REMOVAL DETAILS
2	WING 2 DETAILS
3	WING 4 DETAILS
4	SLOPED FACE PARAPET "B"

12/8/22

STRUCTURE DESIGN CONTACTS:
ISATOU CEESAY 608-266-9557
LAURA SHADEWALD 608-267-9592

NO. DATE REVISION IFC BY

① 11/30/22 BID TECH CHANGE

BUREAU OF STRUCTURES

ACCEPTED: CHIEF STRUCTURES DESIGN ENGINEER DATE

STRUCTURE B-05-181

COUNTY: ST. LOUIS MO. OVER CITY/VOLUME: RULIN RD.

DESIGNER: BROWN TOWN BELLEVUE

REHABILITATION N/A REVISION: IFC EKD DLM

BY: IFC EKD

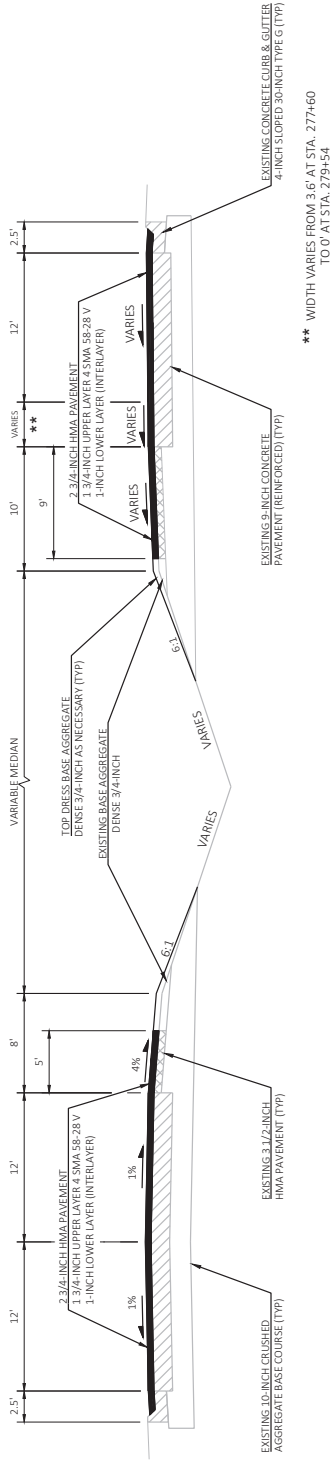
REMOVAL DETAILS

SHEET 1 OF 4

435

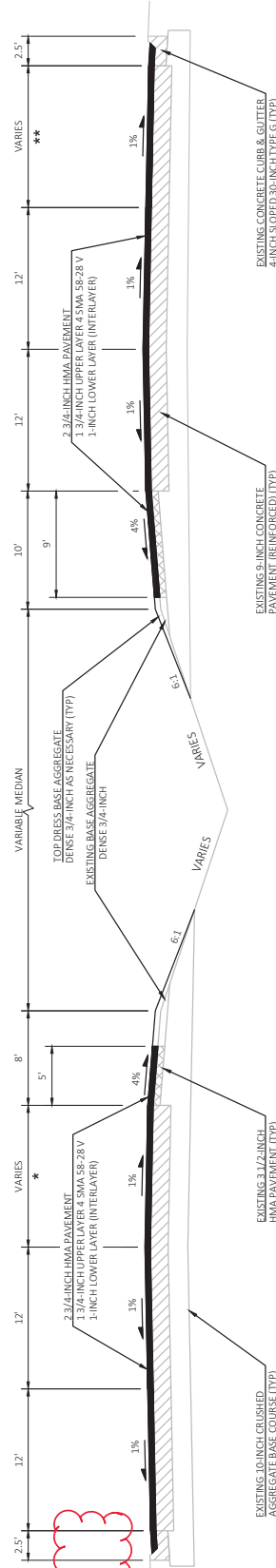
DATE: DECEMBER 2022

Addendum No. 01
ID 1210-11-71
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FINISHED TYPICAL SECTION FOR STH 172
 STA 33+84 EB TO 40+96 EB (E ALIGNMENT)
 STA 30+63 WB TO 32+50 WB (W ALIGNMENT)

** WIDTH VARIES FROM 3.6' AT STA. 277+60 TO 0' AT STA. 279+54



FINISHED TYPICAL SECTION FOR STH 172
 STA 41+06 EB TO 45+32 EB (E ALIGNMENT)
 STA 32+50 WB TO 41+08 WB (W ALIGNMENT)

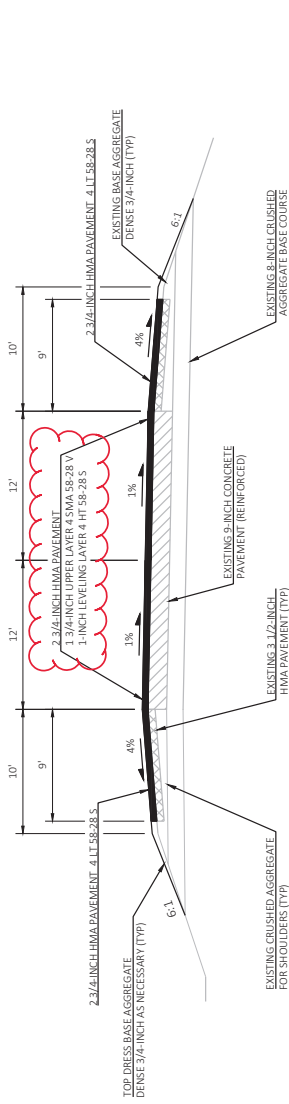
* WIDTH VARIES FROM 0' AT STA. 276+50 TO 18' AT STA. 285+30

** WIDTH VARIES FROM 18' AT STA. 281+78 TO 12' AT STA. 284+31

Removed Note

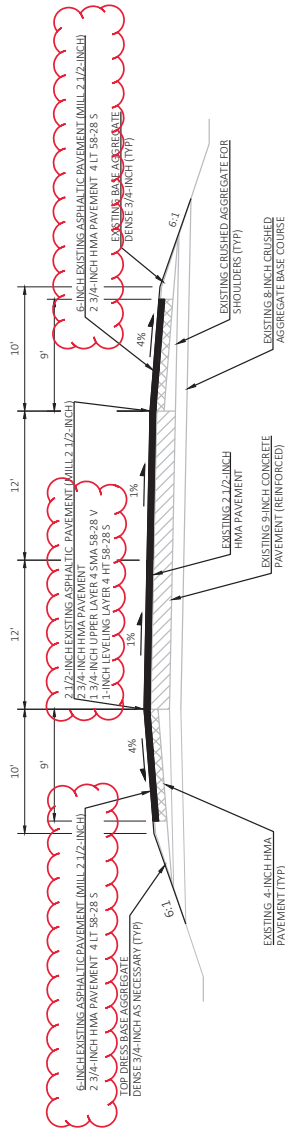
PROJECT NO: 1210-11-71	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 11	E
FILE NAME: C:\2021\021089 - WISDOT STH 172\CM\130\12101100\SHETS\PLAN\020301-15.DWG	DATE: 12/2/2022 11:14 AM	FLYBY: ANTHONY MARCO	PLOT SCALE: 1/8"=10'	WISDOT/CAD/SHEET 42
LAYOUT NAME: 00308-15				

Addendum No. 01
ID 1210-11-71
Revised Sheet 13
December 8, 2022



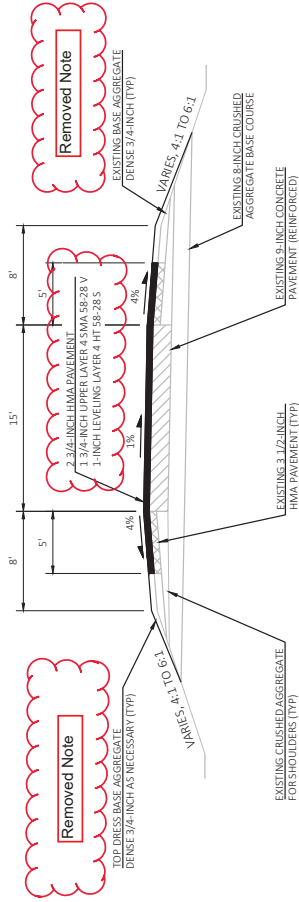
FINISHED TYPICAL SECTION FOR RAMPS

STA 888+52 ISE TO STA 883+56 ISE (SB IH 41 RAMP TO EB 5TH 172)



FINISHED TYPICAL SECTION FOR RAMPS

STA 905+50 ISE TO STA 886+52 ISE (SB IH 41 RAMP TO EB 5TH 172)



FINISHED TYPICAL SECTION FOR RAMPS

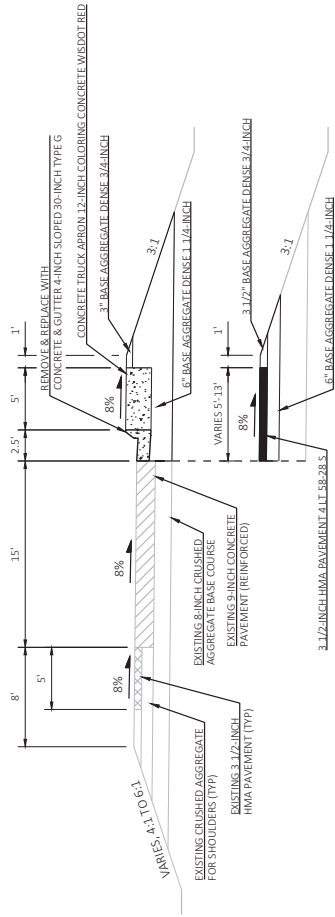
STA 261+08 ISE TO STA 277+05 ISE (EB 5TH 172 RAMP TO NB IH 41)
STA 1850+42 ISE TO STA 1867+60 ISE (EB 5TH 172 TO SB IH 41)
STA 260+84 SW TO STA 259+03 (SB USH 41 RAMP TO WB 5TH 172)

Removed Note

Removed Note

PROJECT NO: 1210-11-71	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 13	E
FILE NAME: C:\2021\021089-WIS001 5TH 172\CV\130\12101100\SHETS\PLAN\020301-15.DWG	LAYOUT NAME: 00310-15	PLOT DATE: 12/5/2022 2:50 PM	PLOT NAME: ANTHONY MARCOE	PLOT SCALE: 1IN=10 FT

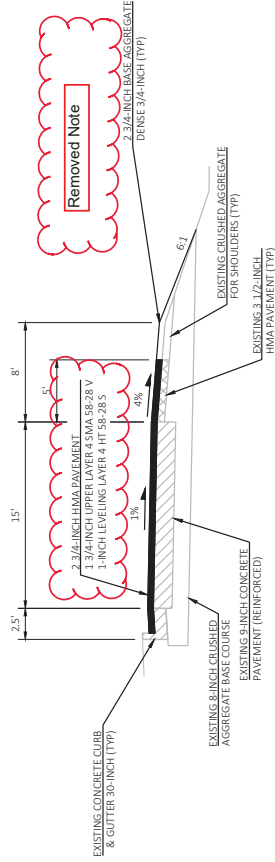
Addendum No. 01
ID 1210-11-71
Revised Sheet 15
December 8, 2022



STA 1897+10 IWS TO STA 1898+13 IWS

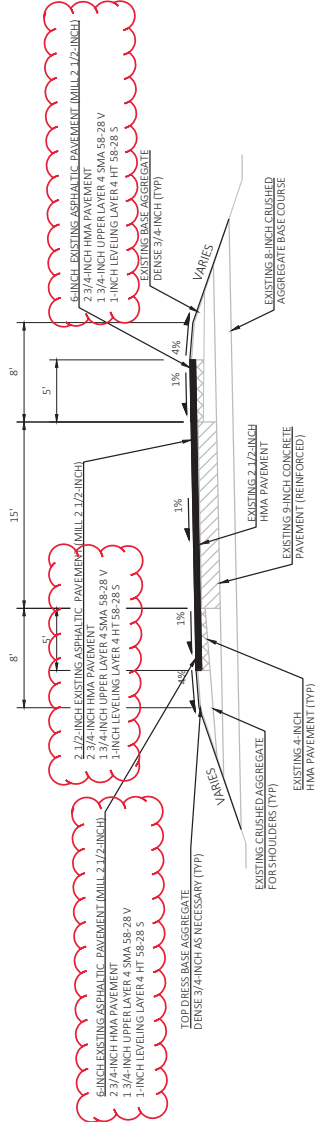
FINISHED TYPICAL SECTION FOR RAMPS

STA 1894+90 IWS TO 1898+13 IWS (WB 5TH 172 RAMP TO SB IH 41)



FINISHED TYPICAL SECTION FOR RAMPS

STA 277+86 IEN TO 282+84 IEN (EB 5TH 172 RAMP TO NB IH 41)



FINISHED TYPICAL SECTION FOR RAMPS

STA 1881+90 INW TO STA 1891+59 INW (NB IH 41 RAMP TO WB 5TH 172)

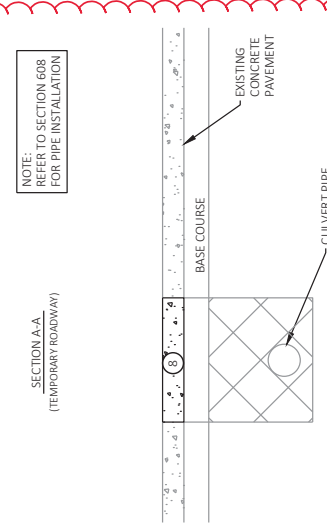
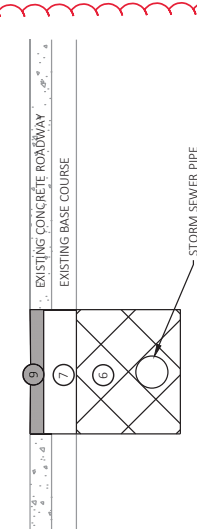
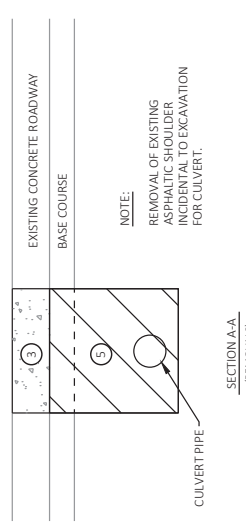
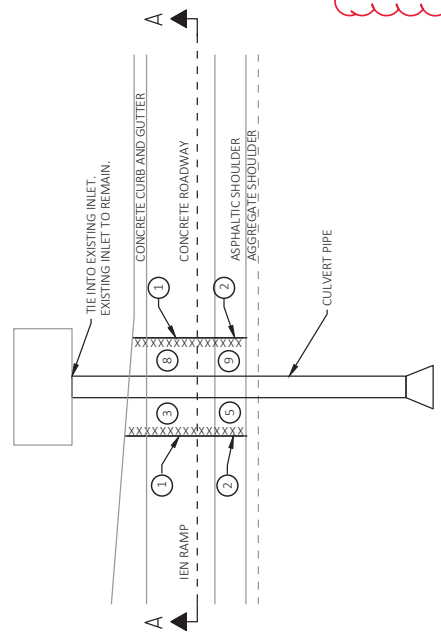
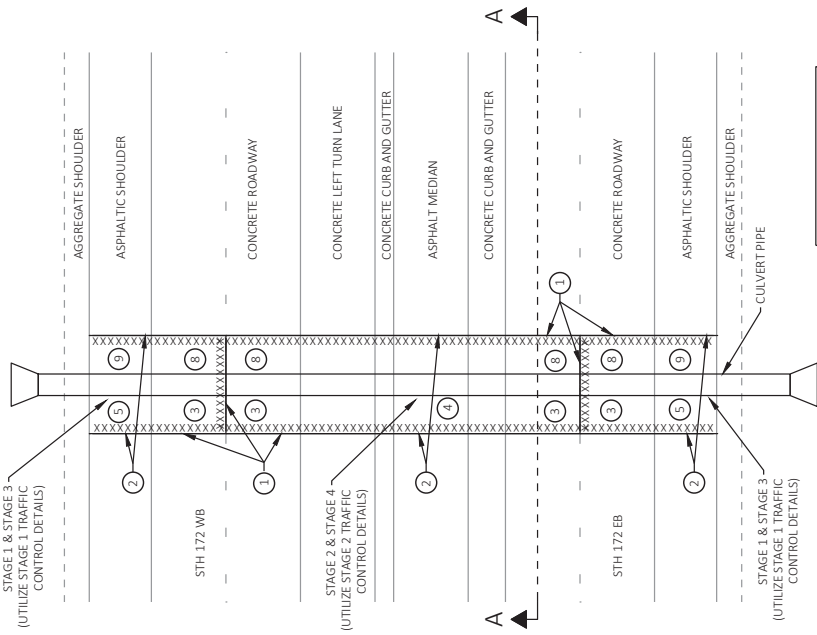
STA 269+32 ISW TO STA 266+84 ISW (SB IH 41 RAMP TO WB 5TH 172)

PROJECT NO: 1210-11-71	COUNTY: BROWN	TYPICAL SECTIONS	SHEET 15	E
FILE NAME: C:\2021\021089 - WISDOT 5TH 172\CM\130\12101100\SHETS\PLAN020300-15.DWG	LAYOUT NAME: 00312-15	DATE: 12/5/2022 1:11 PM	PLOT DATE: 12/5/2022 1:11 PM	PLOT NAME: ANTHONY MARCOE
HWY: 5TH 172			PLOT SCALE: 1IN=10 FT	

Addendum No. 01
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 December 8, 2022

2

2



LEGEND

- 1 SAWING CONCRETE (PAID SEPARATELY)
- 2 SAWING ASPHALT (PAID SEPARATELY)
- 3 REMOVING CONCRETE PAVEMENT (PAID SEPARATELY)
- 4 REMOVING ASPHALTIC SURFACE (PAID AS EXCAVATION COMMON)
- 5 EXCAVATION FOR CULVERT (INCIDENTAL TO CULVERT)
- 6 CULVERT BACKFILL (INCIDENTAL TO CULVERT)
- 7 8" BASE AGGREGATE DENSE 1 1/4 INCH
- 8 CONCRETE BASE 9-INCH
- 9 ASPHALTIC SURFACE TEMPORARY 5-INCH

NOTE:
 REFER TO SECTION 608
 FOR PIPE INSTALLATION

NOTE:
 CULVERT TO BE PLACED WITH
 STAGED CONSTRUCTION

CROSS CULVERT PAVEMENT REPLACEMENT

STA. 277452
 STA. 278423 1EIN

REMOVING SMALL PIPE CULVERTS

CATEGORY	STATION	TO	STATION	LOCATION	EACH	REMARKS
0010	227+51	-	227+54	STH 172	1	148 LF, 24" CMP
						CATEGORY 0010 TOTAL: 1
0020	278+33 IEN	-	278+35 IEN	IEN RAMP	1	96 LF, 18" CMP
						CATEGORY 0020 TOTAL: 1
						PROJECT TOTAL: 2

PAVEMENT REMOVAL

CATEGORY	STATION	TO	STATION	LOCATION	SY	204.0100*	204.0105	204.0110	204.0115	204.0120	204.0120	204.0109.S	204.0180.S
						REMOVING CONCRETE PAVEMENT	REMOVING CONCRETE PAVEMENT BUTT JOINTS SURFACE	REMOVING ASPHALTIC SURFACE BUTT JOINTS SURFACE	REMOVING ASPHALTIC SURFACE BUTT JOINTS SURFACE	REMOVING ASPHALTIC SURFACE MILLING	REMOVING ASPHALTIC SURFACE MILLING	REMOVING CONCRETE SURFACE PARTIAL DEPTH	REMOVING ASPHALTIC SURFACE MILLING SPECIAL
0010	154+40	-	179+09	STH 172 EB	--	270	3	130	130	--	--	--	19
0010	156+70	-	178+98	STH 172 WB	--	270	3	130	130	--	--	--	--
0010	179+09	-	200+01	STH 172 EB	--	--	--	--	--	--	--	--	--
0010	178+98	-	200+02	STH 172 WB	--	--	--	--	--	--	--	--	--
0010	200+01	-	219+63	STH 172 EB	--	--	--	--	--	--	--	--	95
0010	200+02	-	219+64	STH 172 WB	--	--	--	--	--	--	--	--	--
0010	219+63	-	239+68	STH 172 EB	--	--	--	--	--	--	--	--	266
0010	219+64	-	239+68	STH 172 WB	--	--	--	--	--	--	--	--	53
0010	202+90	-	202+90	STH 172	--	--	--	--	--	--	25	--	--
0010	205+10	-	205+10	STH 172	--	--	--	--	--	--	35	--	--
0010	222+95	-	222+95	STH 172	--	--	--	--	--	--	25	--	--
0010	224+90	-	224+90	STH 172	--	--	--	--	--	--	25	--	--
0010	SOUTH POINT ROAD	-		STH 172	--	--	30	1,240	40	--	--	--	--
0010	PACKERLAND DRIVE	-		STH 172	--	940	40	1,690	30	--	--	--	--
0010	BABCOCK ROAD	-		STH 172	--	800	30	1,060	105	4,250	110	--	434
					CATEGORY 0010 TOTALS:	540	1,740	105	4,250	110	434		

CATEGORY	STATION	TO	STATION	LOCATION	SY	204.0100*	204.0105	204.0110	204.0115	204.0120	204.0120	204.0109.S	204.0180.S
						REMOVING CONCRETE PAVEMENT	REMOVING CONCRETE PAVEMENT BUTT JOINTS SURFACE	REMOVING ASPHALTIC SURFACE BUTT JOINTS SURFACE	REMOVING ASPHALTIC SURFACE BUTT JOINTS SURFACE	REMOVING ASPHALTIC SURFACE MILLING	REMOVING ASPHALTIC SURFACE MILLING	REMOVING CONCRETE SURFACE PARTIAL DEPTH	REMOVING ASPHALTIC SURFACE MILLING SPECIAL
0020	0+00 'E'	-	60+00 'EE'	STH 172 EB	--	--	--	--	--	--	--	--	539
0020	0+00 'W'	-	60+00 'W'	STH 172 WB	--	--	--	--	--	--	--	--	311
0020	45+32	-	59+42	STH 172 WB	--	--	--	5	5	--	--	--	--
0020	41+08	-	61+77	STH 172 WB	--	--	--	5	5	--	--	--	--
0020	889+17	-	897+76	ISE RAMP	--	--	--	10	10	--	--	--	77
0020	900+31	-	905+50	ISE RAMP	--	--	--	15	15	2,480	--	--	7
0020	264+94	-	277+86	IEN RAMP	--	5	5	5	5	--	--	--	182
0020	1856+19	-	1867+60	IES RAMP	--	5	5	5	5	--	--	--	19
0020	1881+30	-	1885+75	IEN RAMP	--	--	--	10	10	1,400	--	--	42
0020	1888+76	-	1891+57	IEN RAMP	--	--	--	10	10	890	--	--	--
0020	260+84	-	269+32	ISW RAMP	--	--	--	10	10	2,460	--	--	130
0020	1880+16	-	1894+90	IWS RAMP	2,732	--	--	--	--	1,090	--	--	89
0020	1879+93	-	1890+22	IWN RAMP	--	10	5	5	5	--	--	--	127
					CATEGORY 0020 TOTALS:	2,732	20	80	8,320	110	1,957		

*ADDITIONAL QUANTITIES ELSEWHERE

PROJECT TOTALS: 2,732 560 1,740 185 12,570 110 1,957

COUNTY: BROWN MISCELLANEOUS QUANTITIES

PROJECT NO: 1210-11-71 HWY: STH 172

SHEET NO: 81

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CONCRETE PAVEMENT

CATEGORY	STATION	TO	STATION	LOCATION	405.0100 COLORING CONCRETE PAVEMENT	415.0090 CONCRETE PAVEMENT	416.1010 CONCRETE SURFACE	416.0512 CONCRETE TRUCK APRON
0010	1544+40	242+55.80	223+30	STH 172	WISDOT RED CY	9-INCH SY	DRAINS CY	12-INCH SY
0010	1544+40	242+55.80	223+30	STH 172	0	0	8	0
CATEGORY 0010 TOTALS:								
0020	1880+16	1888+48	IWS RAMP	IWS RAMP	--	--	8	--
0020	1888+67	1894+90	IWS RAMP	IWS RAMP	60	2,420	--	--
0020	1898+15	1898+15	IWS RAMP	IWS RAMP	60	--	--	540
CATEGORY 0020 TOTALS:								
					60	2,420	8	540
PROJECT TOTALS:					60	2,420	16	540

PAVEMENT REPAIR AND REPLACEMENT ITEMS

CATEGORY	STATION	ROADWAY	SPV.0090.04 TRANSVERSE JOINT AND CRACK PLUNGE MILLING AND PATCHING	390.0303 BASE PATCHING CONCRETE	390.0403 BASE PATCHING CONCRETE SHES	416.0610* DRILLED TIE BARS	416.0620* DRILLED DOWEL BARS	690.0250* SAWING CONCRETE	REMARKS
0010	1544+40	242+55.80	LF	SY	SY	EACH	EACH	LF	INCLUDES EB AND WB
0010	1544+40	242+55.80	21500	--	--	--	--	--	INCLUDES EB AND WB
UNDISTRIBUTED			21500	--	--	--	--	--	
CATEGORY 0010 TOTALS:			21500	0	0	0	0	0	
0020	3+46 E	36+25 E	--	177	585	880	226	293	
0020	262+80 IEN	280+62 IEN	--	--	168	60	128	218	
0020	1855+58 IES	1859+01 IES	--	--	107	40	80	150	
0020	887+21 ISE	905+38 ISE	--	--	169	--	288	432	
0020	46+67 EE	57+16 EE	--	13	69	--	96	144	
0020	61+77 W	8+00 W	--	57	323	220	408	631	
0020	1882+55 IWN	1886+57 IWN	--	--	43	--	64	96	
0020	260+83 ISW	260+03 ISW	--	--	43	20	48	84	
0020	3+41.27 E	55+42 EE	10,600	--	--	--	--	--	INCLUDES EB AND WB AND RAMPS
UNDISTRIBUTED			10600	25	151	122	134	205	VARIOUS SB AND RAMP LANES
CATEGORY 0020 TOTALS:			11,660	272	1,657	1,342	1,472	2,253	
PROJECT TOTALS:			35,310	272	1,657	1,342	1,472	2,253	

*ADDITIONAL QUANTITIES ELSEWHERE

Addendum No. 01
 ID 1210-11-71
 Revised Sheet 86
 December 8, 2022



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0100 Removing Small Pipe Culverts	4.000 EACH	_____.	_____.
0004	203.0220 Removing Structure (structure) 10. B-05-171	1.000 EACH	_____.	_____.
0006	203.0220 Removing Structure (structure) 11. B-05-172	1.000 EACH	_____.	_____.
0008	203.0220 Removing Structure (structure) 12. B-05-178	1.000 EACH	_____.	_____.
0010	203.0220 Removing Structure (structure) 13. B-05-179	1.000 EACH	_____.	_____.
0012	203.0220 Removing Structure (structure) 14. B-05-180	1.000 EACH	_____.	_____.
0014	203.0220 Removing Structure (structure) 15. B-05-181	1.000 EACH	_____.	_____.
0016	204.0100 Removing Concrete Pavement	3,657.000 SY	_____.	_____.
0018	204.0105 Removing Concrete Pavement Butt Joints	1,397.000 SY	_____.	_____.
0020	204.0109.S Removing Concrete Surface Partial Depth	110.000 SF	_____.	_____.
0022	204.0110 Removing Asphaltic Surface	2,021.000 SY	_____.	_____.
0024	204.0115 Removing Asphaltic Surface Butt Joints	1,003.000 SY	_____.	_____.
0026	204.0120 Removing Asphaltic Surface Milling	369,180.000 SY	_____.	_____.
0028	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	85,223.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0150 Removing Curb & Gutter	1,349.000 LF	_____.	_____.
0032	204.0155 Removing Concrete Sidewalk	3,302.000 SY	_____.	_____.
0034	204.0165 Removing Guardrail	33,960.000 LF	_____.	_____.
0036	204.0180 Removing Delineators and Markers	611.000 EACH	_____.	_____.
0038	204.0190 Removing Surface Drains	10.000 EACH	_____.	_____.
0040	204.0220 Removing Inlets	23.000 EACH	_____.	_____.
0042	204.0245 Removing Storm Sewer (size) 01. 24-Inch	72.000 LF	_____.	_____.
0044	204.0246 Removing Ancillary Structure (structure) 10. S-05-188	1.000 EACH	_____.	_____.
0046	204.0246 Removing Ancillary Structure (structure) 11. S-05-189	1.000 EACH	_____.	_____.
0048	204.0270 Abandoning Culvert Pipes	21.000 EACH	_____.	_____.
0050	204.9060.S Removing (item description) 01. Sand Barrel Arrays	5.000 EACH	_____.	_____.
0052	204.9180.S Removing (item description) 01. Removing Asphaltic Surface Milling Special	5,109.000 SY	_____.	_____.
0054	205.0100 Excavation Common	4,577.000 CY	_____.	_____.
0056	206.1001 Excavation for Structures Bridges (structure) 10. B-05-171	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	206.1001 Excavation for Structures Bridges (structure) 11. B-05-172	1.000 EACH	_____.	_____.
0060	206.1001 Excavation for Structures Bridges (structure) 12. B-05-178	1.000 EACH	_____.	_____.
0062	206.1001 Excavation for Structures Bridges (structure) 13. B-05-179	1.000 EACH	_____.	_____.
0064	206.1001 Excavation for Structures Bridges (structure) 14. B-05-180	1.000 EACH	_____.	_____.
0066	206.1001 Excavation for Structures Bridges (structure) 15. B-05-181	1.000 EACH	_____.	_____.
0068	210.1500 Backfill Structure Type A	225.000 TON	_____.	_____.
0070	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0072	211.0101 Prepare Foundation for Asphaltic Paving (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0074	211.0201 Prepare Foundation for Concrete Pavement (project) 01. 1210-11-71	1.000 EACH	_____.	_____.
0076	213.0100 Finishing Roadway (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0078	213.0100 Finishing Roadway (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0080	305.0110 Base Aggregate Dense 3/4-Inch	14,668.000 TON	_____.	_____.
0082	305.0120 Base Aggregate Dense 1 1/4-Inch	3,064.000 TON	_____.	_____.
0084	312.0110 Select Crushed Material	4,065.000 TON	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0086	320.0125 Concrete Base 6-Inch	83.000 SY	_____	_____
0088	320.0155 Concrete Base 9-Inch	120.000 SY	_____	_____
0090	390.0303 Base Patching Concrete	714.000 SY	_____	_____
0092	390.0403 Base Patching Concrete Shes	9,017.000 SY	_____	_____
0096	405.0100 Coloring Concrete WisDOT Red	60.000 CY	_____	_____
0098	415.0090 Concrete Pavement 9-Inch	2,420.000 SY	_____	_____
0100	416.0512 Concrete Truck Apron 12-Inch	540.000 SY	_____	_____
0102	416.0610 Drilled Tie Bars	4,752.000 EACH	_____	_____
0104	416.0620 Drilled Dowel Bars	11,302.000 EACH	_____	_____
0106	416.1010 Concrete Surface Drains	27.200 CY	_____	_____
0108	455.0605 Tack Coat	66,626.000 GAL	_____	_____
0110	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	1.000 EACH	_____	_____
0112	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	1.000 EACH	_____	_____
0114	460.0115.S HMA Pavement Test Strips Volumetrics	2.000 EACH	_____	_____
0116	460.0120.S HMA Pavement Test Strips Density	2.000 EACH	_____	_____
0118	460.2000 Incentive Density HMA Pavement	45,240.000 DOL	1.00000	45,240.00



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0120	460.2005 Incentive Density PWL HMA Pavement	17,640.000 DOL	1.00000	17,640.00
0122	460.2010 Incentive Air Voids HMA Pavement	17,640.000 DOL	1.00000	17,640.00
0126	460.5224 HMA Pavement 4 LT 58-28 S	17,545.000 TON	_____	_____
0130	460.7224 HMA Pavement 4 HT 58-28 S	35,688.000 TON	_____	_____
0132	460.8624 HMA Pavement 4 SMA 58-28 V	37,112.000 TON	_____	_____
0134	460.9000.S Material Transfer Vehicle	1.000 EACH	_____	_____
0136	465.0105 Asphaltic Surface	890.000 TON	_____	_____
0138	465.0110 Asphaltic Surface Patching	300.000 TON	_____	_____
0140	465.0400 Asphaltic Shoulder Rumble Strips	182,130.000 LF	_____	_____
0142	502.0100 Concrete Masonry Bridges	99.000 CY	_____	_____
0144	502.3205 Pigmented Surface Sealer Reseal	4,898.000 SY	_____	_____
0146	502.3210 Pigmented Surface Sealer	45.000 SY	_____	_____
0148	502.4205 Adhesive Anchors No. 5 Bar	54.000 EACH	_____	_____
0150	502.4206 Adhesive Anchors No. 6 Bar	63.000 EACH	_____	_____
0152	505.0600 Bar Steel Reinforcement HS Coated Structures	11,310.000 LB	_____	_____
0154	509.0301 Preparation Decks Type 1	29.000 SY	_____	_____



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0156	509.0302 Preparation Decks Type 2	11.000 SY	_____.	_____.
0158	509.0310.S Sawing Pavement Deck Preparation Areas	280.000 LF	_____.	_____.
0160	509.1500 Concrete Surface Repair	342.000 SF	_____.	_____.
0164	511.1200 Temporary Shoring (structure) 10. B-05-171	230.000 SF	_____.	_____.
0166	511.1200 Temporary Shoring (structure) 11. B-05-172	230.000 SF	_____.	_____.
0168	511.1200 Temporary Shoring (structure) 12. B-05-178	460.000 SF	_____.	_____.
0170	511.1200 Temporary Shoring (structure) 13. B-05-179	230.000 SF	_____.	_____.
0172	511.1200 Temporary Shoring (structure) 14. B-05-180	460.000 SF	_____.	_____.
0174	511.1200 Temporary Shoring (structure) 15. B-05-181	460.000 SF	_____.	_____.
0176	516.0500 Rubberized Membrane Waterproofing	18.000 SY	_____.	_____.
0178	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-05-150	1.000 EACH	_____.	_____.
0180	517.3001.S Structure Overcoating Cleaning and Priming (structure) 02. B-05-185	1.000 EACH	_____.	_____.
0182	517.3001.S Structure Overcoating Cleaning and Priming (structure) 03. B-05-190	1.000 EACH	_____.	_____.
0184	517.3001.S Structure Overcoating Cleaning and Priming (structure) 04. B-05-193	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0186	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-05-150	1.000 EACH	_____.	_____.
0188	517.4001.S Containment and Collection of Waste Materials (structure) 02. B-05-185	1.000 EACH	_____.	_____.
0190	517.4001.S Containment and Collection of Waste Materials (structure) 03. B-05-190	1.000 EACH	_____.	_____.
0192	517.4001.S Containment and Collection of Waste Materials (structure) 04. B-05-193	1.000 EACH	_____.	_____.
0194	517.6001.S Portable Decontamination Facility	4.000 EACH	_____.	_____.
0196	520.8700 Cleaning Culvert Pipes	3.000 EACH	_____.	_____.
0198	520.9700.S Culvert Pipe Liners (size) 01. 18-Inch	59.000 LF	_____.	_____.
0200	520.9750.S Cleaning Culvert Pipes for Liner Verification	1.000 EACH	_____.	_____.
0202	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	96.000 LF	_____.	_____.
0204	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	148.000 LF	_____.	_____.
0206	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	_____.	_____.
0208	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0210	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	_____.	_____.
0212	524.0130 Culvert Pipe Salvaged 30-Inch	8.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	524.0136 Culvert Pipe Salvaged 36-Inch	16.000 LF	_____.	_____.
0216	524.0624 Apron Endwalls for Culvert Pipe Salvaged 24-Inch	2.000 EACH	_____.	_____.
0218	524.0630 Apron Endwalls for Culvert Pipe Salvaged 30-Inch	2.000 EACH	_____.	_____.
0220	524.0636 Apron Endwalls for Culvert Pipe Salvaged 36-Inch	1.000 EACH	_____.	_____.
0222	531.1100 Concrete Masonry Ancillary Structures Type NS	43.000 CY	_____.	_____.
0224	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	3,400.000 LB	_____.	_____.
0226	531.1160 Steel Reinforcement HS Coated Ancillary Structures Type NS	5,760.000 LB	_____.	_____.
0228	531.2036 Drilling Shaft 36-Inch	106.000 LF	_____.	_____.
0230	531.6020 Foundation Two-Shaft Type FC-II (structure) 11. S-05-389	1.000 EACH	_____.	_____.
0232	532.6010 Truss Cantilever 4-Chord Type I (structure) 10. S-05-388	1.000 EACH	_____.	_____.
0234	532.6020 Truss Cantilever 4-Chord Type II (structure) 11. S-05-389	1.000 EACH	_____.	_____.
0236	601.0405 Concrete Curb & Gutter 18-Inch Type A	20.000 LF	_____.	_____.
0238	601.0409 Concrete Curb & Gutter 30-Inch Type A	532.000 LF	_____.	_____.
0240	601.0501 Concrete Curb & Gutter Integral 4-Inch Sloped 36-Inch	211.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0242	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A	281.000 LF	_____.	_____.
0244	601.0574 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type G	345.000 LF	_____.	_____.
0246	601.0581 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type R	810.000 LF	_____.	_____.
0248	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	561.000 LF	_____.	_____.
0250	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	697.000 LF	_____.	_____.
0252	601.0600 Concrete Curb Pedestrian	203.000 LF	_____.	_____.
0254	602.0405 Concrete Sidewalk 4-Inch	237.000 SF	_____.	_____.
0256	602.0410 Concrete Sidewalk 5-Inch	4,303.000 SF	_____.	_____.
0258	602.0515 Curb Ramp Detectable Warning Field Natural Patina	349.000 SF	_____.	_____.
0260	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	66.000 SF	_____.	_____.
0262	603.8000 Concrete Barrier Temporary Precast Delivered	3,175.000 LF	_____.	_____.
0264	603.8125 Concrete Barrier Temporary Precast Installed	4,445.000 LF	_____.	_____.
0266	604.9015.S Reseal Crushed Aggregate Slope Paving	3,270.000 SY	_____.	_____.
0268	606.0200 Riprap Medium	44.000 CY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	72.000 LF	_____	_____
0272	611.0652 Inlet Covers Type T	2.000 EACH	_____	_____
0274	611.3225 Inlets 2x2.5-FT	2.000 EACH	_____	_____
0276	611.8110 Adjusting Manhole Covers	1.000 EACH	_____	_____
0278	611.8115 Adjusting Inlet Covers	30.000 EACH	_____	_____
0280	611.9705 Salvaged Manhole Covers	1.000 EACH	_____	_____
0282	611.9710 Salvaged Inlet Covers	1.000 EACH	_____	_____
0284	612.0406 Pipe Underdrain Wrapped 6-Inch	225.000 LF	_____	_____
0286	614.0010 Barrier System Grading Shaping Finishing	89.000 EACH	_____	_____
0288	614.0150 Anchor Assemblies for Steel Plate Beam Guard	9.000 EACH	_____	_____
0290	614.0220 Steel Thrie Beam Bullnose Terminal	10.000 EACH	_____	_____
0292	614.0230 Steel Thrie Beam	1,980.000 LF	_____	_____
0294	614.0700 Sand Barrels Arrays	5.000 EACH	_____	_____
0296	614.0905 Crash Cushions Temporary	9.000 EACH	_____	_____
0298	614.2300 MGS Guardrail 3	29,809.000 LF	_____	_____
0300	614.2500 MGS Thrie Beam Transition	2,260.900 LF	_____	_____



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0302	614.2610 MGS Guardrail Terminal EAT	64.000 EACH	_____.	_____.
0304	614.2620 MGS Guardrail Terminal Type 2	30.000 EACH	_____.	_____.
0306	616.0404 Fence Chain Link Salvaged 4-FT	25.000 LF	_____.	_____.
0308	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0310	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0312	619.1000 Mobilization	1.000 EACH	_____.	_____.
0314	620.0300 Concrete Median Sloped Nose	209.000 SF	_____.	_____.
0316	624.0100 Water	53.000 MGAL	_____.	_____.
0318	625.0500 Salvaged Topsoil	2,045.000 SY	_____.	_____.
0320	628.1504 Silt Fence	3,720.000 LF	_____.	_____.
0322	628.1520 Silt Fence Maintenance	3,720.000 LF	_____.	_____.
0324	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0326	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0328	628.2002 Erosion Mat Class I Type A	2,056.000 SY	_____.	_____.
0330	628.2006 Erosion Mat Urban Class I Type A	43.000 SY	_____.	_____.
0332	628.7005 Inlet Protection Type A	1.000 EACH	_____.	_____.



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0334	628.7015 Inlet Protection Type C	22.000 EACH	_____.	_____.
0336	628.7504 Temporary Ditch Checks	39.000 LF	_____.	_____.
0338	628.7555 Culvert Pipe Checks	37.000 EACH	_____.	_____.
0340	629.0210 Fertilizer Type B	1.200 CWT	_____.	_____.
0342	630.0130 Seeding Mixture No. 30	42.700 LB	_____.	_____.
0344	630.0200 Seeding Temporary	62.000 LB	_____.	_____.
0346	630.0500 Seed Water	47.100 MGAL	_____.	_____.
0348	633.0100 Delineator Posts Steel	562.000 EACH	_____.	_____.
0350	633.0500 Delineator Reflectors	562.000 EACH	_____.	_____.
0352	633.1000 Delineators Barrier Wall	56.000 EACH	_____.	_____.
0354	633.5200 Markers Culvert End	24.000 EACH	_____.	_____.
0356	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	5.000 EACH	_____.	_____.
0358	637.1210 Signs Type I Reflective H	417.000 SF	_____.	_____.
0360	637.2210 Signs Type II Reflective H	8.000 SF	_____.	_____.
0362	638.2102 Moving Signs Type II	17.000 EACH	_____.	_____.
0364	638.2601 Removing Signs Type I	1.000 EACH	_____.	_____.
0366	638.2602 Removing Signs Type II	2.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	638.3000 Removing Small Sign Supports	5.000 EACH	_____.	_____.
0370	643.0300 Traffic Control Drums	464,675.000 DAY	_____.	_____.
0372	643.0410 Traffic Control Barricades Type II	6,261.000 DAY	_____.	_____.
0374	643.0420 Traffic Control Barricades Type III	67,390.000 DAY	_____.	_____.
0376	643.0705 Traffic Control Warning Lights Type A	114,908.000 DAY	_____.	_____.
0378	643.0715 Traffic Control Warning Lights Type C	83,779.000 DAY	_____.	_____.
0380	643.0800 Traffic Control Arrow Boards	2,316.000 DAY	_____.	_____.
0382	643.0900 Traffic Control Signs	76,735.000 DAY	_____.	_____.
0384	643.0910 Traffic Control Covering Signs Type I	5.000 EACH	_____.	_____.
0386	643.1000 Traffic Control Signs Fixed Message	185.000 SF	_____.	_____.
0388	643.1050 Traffic Control Signs PCMS	1,020.000 DAY	_____.	_____.
0390	643.1070 Traffic Control Cones 42-Inch	170,340.000 DAY	_____.	_____.
0392	643.1205.S Basic Traffic Queue Warning System	1,230.000 DAY	_____.	_____.
0394	643.3105 Temporary Marking Line Paint 4-Inch	308,375.000 LF	_____.	_____.
0396	643.3120 Temporary Marking Line Epoxy 4-Inch	167,460.000 LF	_____.	_____.
0398	643.3150 Temporary Marking Line Removable Tape 4-Inch	270.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0400	643.3205 Temporary Marking Line Paint 8-Inch	24,860.000 LF	_____.	_____.
0402	643.3220 Temporary Marking Line Epoxy 8-Inch	20,400.000 LF	_____.	_____.
0404	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0406	645.0120 Geotextile Type HR	173.000 SY	_____.	_____.
0408	646.1020 Marking Line Epoxy 4-Inch	25,925.000 LF	_____.	_____.
0410	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	230,070.000 LF	_____.	_____.
0412	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	24,050.000 LF	_____.	_____.
0414	646.3020 Marking Line Epoxy 8-Inch	2,005.000 LF	_____.	_____.
0416	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	30,645.000 LF	_____.	_____.
0418	646.5020 Marking Arrow Epoxy	47.000 EACH	_____.	_____.
0420	646.5120 Marking Word Epoxy	11.000 EACH	_____.	_____.
0422	646.5220 Marking Symbol Epoxy	6.000 EACH	_____.	_____.
0424	646.6120 Marking Stop Line Epoxy 18-Inch	605.000 LF	_____.	_____.
0426	646.6220 Marking Yield Line Epoxy 18-Inch	7.000 EACH	_____.	_____.
0428	646.6464 Cold Weather Marking Epoxy 4-Inch	17,485.000 LF	_____.	_____.
0430	646.6468 Cold Weather Marking Epoxy 8-Inch	30,645.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	646.7220 Marking Chevron Epoxy 24-Inch	2,000.000 LF	_____.	_____.
0434	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,215.000 LF	_____.	_____.
0436	646.8220 Marking Island Nose Epoxy	42.000 EACH	_____.	_____.
0438	646.8320 Marking Parking Stall Epoxy	3,230.000 LF	_____.	_____.
0440	646.9000 Marking Removal Line 4-Inch	28,675.000 LF	_____.	_____.
0442	646.9055 Marking Removal Line Grooved Contrast Permanent Tape 4-Inch	1,650.000 LF	_____.	_____.
0444	646.9100 Marking Removal Line 8-Inch	425.000 LF	_____.	_____.
0446	646.9155 Marking Removal Line Grooved Contrast Permanent Tape 8-Inch	460.000 LF	_____.	_____.
0448	650.6501 Construction Staking Structure Layout (structure) 01. B-05-171	1.000 EACH	_____.	_____.
0450	650.6501 Construction Staking Structure Layout (structure) 02. B-05-172	1.000 EACH	_____.	_____.
0452	650.6501 Construction Staking Structure Layout (structure) 03. B-05-178	1.000 EACH	_____.	_____.
0454	650.6501 Construction Staking Structure Layout (structure) 04. B-05-179	1.000 EACH	_____.	_____.
0456	650.6501 Construction Staking Structure Layout (structure) 05. B-05-180	1.000 EACH	_____.	_____.
0458	650.6501 Construction Staking Structure Layout (structure) 06. B-05-181	1.000 EACH	_____.	_____.



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0460	650.8000 Construction Staking Resurfacing Reference	122,399.000 LF	_____.	_____.
0462	650.8501 Construction Staking Electrical Installations (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0464	650.8501 Construction Staking Electrical Installations (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0466	650.9000 Construction Staking Curb Ramps	30.000 EACH	_____.	_____.
0468	650.9500 Construction Staking Sidewalk (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0470	650.9500 Construction Staking Sidewalk (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0472	650.9911 Construction Staking Supplemental Control (project) 01. 1210-09-71	1.000 EACH	_____.	_____.
0474	650.9911 Construction Staking Supplemental Control (project) 02. 1210-11-71	1.000 EACH	_____.	_____.
0476	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	160.000 LF	_____.	_____.
0478	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	200.000 LF	_____.	_____.
0480	652.0605 Conduit Special 2-Inch	30.000 LF	_____.	_____.
0482	652.0615 Conduit Special 3-Inch	215.000 LF	_____.	_____.
0484	652.0800 Conduit Loop Detector	1,030.000 LF	_____.	_____.
0486	653.0154 Pull Boxes Non-Conductive 24x36-Inch	4.000 EACH	_____.	_____.



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0488	653.0164 Pull Boxes Non-Conductive 24x42-Inch	2.000 EACH	_____.	_____.
0490	653.0900 Adjusting Pull Boxes	5.000 EACH	_____.	_____.
0492	653.0905 Removing Pull Boxes	10.000 EACH	_____.	_____.
0494	655.0230 Cable Traffic Signal 5-14 AWG	388.000 LF	_____.	_____.
0496	655.0240 Cable Traffic Signal 7-14 AWG	46.000 LF	_____.	_____.
0498	655.0260 Cable Traffic Signal 12-14 AWG	706.000 LF	_____.	_____.
0500	655.0515 Electrical Wire Traffic Signals 10 AWG	633.000 LF	_____.	_____.
0502	655.0700 Loop Detector Lead In Cable	3,545.000 LF	_____.	_____.
0504	655.0800 Loop Detector Wire	4,130.000 LF	_____.	_____.
0506	658.0500 Pedestrian Push Buttons	1.000 EACH	_____.	_____.
0508	690.0150 Sawing Asphalt	1,189.000 LF	_____.	_____.
0510	690.0250 Sawing Concrete	25,287.000 LF	_____.	_____.
0512	715.0502 Incentive Strength Concrete Structures	594.000 DOL	1.00000	594.00
0514	715.0720 Incentive Compressive Strength Concrete Pavement	1,932.000 DOL	1.00000	1,932.00
0516	740.0440 Incentive IRI Ride	69,093.000 DOL	1.00000	69,093.00
0518	999.2000.S Installing and Maintaining Bird Deterrent System (station) 01. Station 1421+80 EB	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0520	999.2000.S Installing and Maintaining Bird Deterrent System (station) 02. Station 1445+24 EB	1.000 EACH	_____.	_____.
0522	999.2000.S Installing and Maintaining Bird Deterrent System (station) 03. Station 1445+24 WB	1.000 EACH	_____.	_____.
0524	999.2000.S Installing and Maintaining Bird Deterrent System (station) 04. Station 1496+81 EB	1.000 EACH	_____.	_____.
0526	999.2000.S Installing and Maintaining Bird Deterrent System (station) 05. Station 1535+85 WB	1.000 EACH	_____.	_____.
0528	999.2000.S Installing and Maintaining Bird Deterrent System (station) 06. Station 1535+78 EB	1.000 EACH	_____.	_____.
0530	999.2000.S Installing and Maintaining Bird Deterrent System (station) 07. Station 1568+50 WB	1.000 EACH	_____.	_____.
0532	999.2000.S Installing and Maintaining Bird Deterrent System (station) 08. Station 1601+51 WB	1.000 EACH	_____.	_____.
0534	999.2000.S Installing and Maintaining Bird Deterrent System (station) 09. Station 1618+76 WB	1.000 EACH	_____.	_____.
0536	999.2000.S Installing and Maintaining Bird Deterrent System (station) 10. Station 436+33 EB	1.000 EACH	_____.	_____.
0538	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0540	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	5,760.000 HRS	5.00000	28,800.00
0542	SPV.0060 Special 01. Grading, Shaping, and Finishing Culvert Pipe and Apron Endwalls	7.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0544	SPV.0060 Special 02. Grading, Shaping, and Finishing Curb and Gutter Replacement	8.000 EACH	_____.	_____.
0546	SPV.0060 Special 03. Grading, Shaping and Finishing Wing Walls	9.000 EACH	_____.	_____.
0548	SPV.0060 Special 04. Grading, Shaping and Finishing Curb Ramps	18.000 EACH	_____.	_____.
0550	SPV.0060 Special 05. Remove Traffic Signal (STH 172 & Babcock Rd)	1.000 EACH	_____.	_____.
0552	SPV.0060 Special 06. Remove Traffic Signal STH 172 & CTH GV	1.000 EACH	_____.	_____.
0554	SPV.0060 Special 07. Pulling and Reconnecting Electrical Wiring	1.000 EACH	_____.	_____.
0556	SPV.0060 Special 10. Cleaning Concrete Box Culvert B-05-184	1.000 EACH	_____.	_____.
0558	SPV.0090 Special 01. Concrete Curb and Gutter 24-Inch Type A	32.000 LF	_____.	_____.
0560	SPV.0090 Special 02. Concrete Curb and Gutter SHES 30-Inch Type A	152.000 LF	_____.	_____.
0562	SPV.0090 Special 03. Concrete Joint and Crack Cleaning and Repair	7,525.000 LF	_____.	_____.
0564	SPV.0090 Special 10. Bridge Deck Crack Sealing	5,600.000 LF	_____.	_____.
0566	SPV.0090 Special 11. Joint Sealing	3,128.000 LF	_____.	_____.
0568	SPV.0180 Special 01. Concrete Base SHES 9-Inch	418.000 SY	_____.	_____.
0570	SPV.0180 Special 02. Concrete Base SHES 11 1/2-Inch	55.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20221213021 Project(s): 1210-09-71, 1210-11-71

Federal ID(s): WISC 2023102, WISC 2023103

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0572	465.0125 Asphaltic Surface Temporary	80.000 TON	_____.	_____.
0574	SPV.0035 Special 01. Rapid Set Deck Repair	6.000 CY	_____.	_____.
0576	SPV.0090 Special 04. Transverse Joint and Crack Plunge Milling and Patching	35,310.000 LF	_____.	_____.
0578	SPV.0195 Special 01. HMA Pavement Interlayer	5,268.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.