

HIGHWAY WORK PROPOSAL

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

Proposal Number:

27

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Brown	1133-04-80	WISC 2013 273	De Pere - Suamico Morris Ave-Memorial Drive Ninth Street Reconstruction	Local Street
Brown	9202-08-76	WISC 2013 282	De Pere - Suamico Wis 29 Relocation US 41- CTH J S Memorial Dr Access to Parkside Ct	Local Street

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, \$ 20,000.00 Payable to: Wisconsin Department of Transportation	<p>Attach Proposal Guaranty on back of this PAGE.</p> <p>Firm Name, Address, City, State, Zip Code</p> <p>SAMPLE</p> <p>NOT FOR BIDDING PURPOSES</p> <p>This contract is exempt from federal oversight.</p>
Bid Submittal Due Date: May 14, 2013 Time (Local Time): 9:00 AM	
Contract Completion Time August 16, 2013	
Assigned Disadvantaged Business Enterprise Goal 11%	

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Excavation common, breaker run, base aggregate dense, HMA pavement, ancillary concrete, guard rail, .concrete pavement, concrete sidewalk, storm sewer, erosion control, permanent signing, and pavement marking.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- (1) Obtain bidding proposals as specified in **section 102** of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm> or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.
 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in **102.6** and **102.9** of the standard specifications, submit the proposal on the internet as follows:

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

FEBRUARY 1999

LIST OF SUBCONTRACTORS

Section 66.29(7), Wisconsin Statutes, provides that a bidder, as a part of his proposal, shall submit a list of the subcontractors he proposes to contract with and the class of work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from a proposal.

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

Name of Subcontractor	Class of Work	Estimated Value
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. Administrative.

1.1 General.

Perform the work under this construction contract for:

Project 1133-04-80, De Pere –Suamico, Morris Avenue-Memorial Drive, Ninth Street Reconstruction, Local Street;

Project 9202-08-76, De Pere – Suamico, WIS 29 Relocation US 41 – CTH J, S Memorial Drive Access to Parkside Court, Local Street;

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, 2013 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 (20120615)

1.2 Scope of Work.

The work under this contract consist of common excavation, breaker run, base aggregate dens, HMA pavement, concrete pavement, concrete sidewalk, ancillary concrete, storm sewer, erosion control, permanent pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

1.3 Labor Compliance Reporting – Payroll Requirements.

Submit weekly certified payrolls verifying prevailing wage rates for all work performed under the contract as directed in the civil rights and labor compliance management system manual. Submit weekly certified payrolls within 14 calendar days of the week covered by the weekly certified payroll.

1.4 Field Facilities.

The department will provide primary field facilities for this project located at 1940 West Mason Street, Green Bay, WI 54303.

1.5 Other Contracts.

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

US 41 South Mainline

Project 1133-03-88, Lombardi Avenue/Argonne Street Intersection, USH 41, Brown County, Wisconsin under a department contract. Work under this contract (anticipated LET date of March 12, 2013) is anticipated to be completed in July 2013. The work under this contract is not expected to inhibit any construction on Project 9202-08-76.

Project 1133-09-71, Glory Road – Morris Avenue Mainline, USH 41; Project 1133-03-77 Morris Avenue – Ninth Street Mainline, USH 41; Project 1133-09-76 Oneida Street (CTH AAA Interchange, USH 41; Project 1133-09-74 Hansen Road B-05-611, USH 41, all projects in Brown County, Wisconsin under a department contract. Work under this contract (anticipated LET date of July 9, 2013) is anticipated to be completed in July 2016. The work under this contract is not expected to inhibit any construction on Project 9202-08-76.

Project 1133-06-87, US 41 Fencing (Orange Lane – Glory Road), USH 41, Brown County, Wisconsin under a department contract. Work under this contract (anticipated LET date of April 9, 2013) is anticipated to be completed in June 2013. The work under this contract is not expected to inhibit any construction on Project 9202-08-76.

Project 1133-06-88, Grant St Reconstruction, USH 41, Brown County, Wisconsin under a department contract. Work under this contract (anticipated LET date of April 9, 2013) is anticipated to be completed in September 2013. The work under this contract is not expected to inhibit any construction on Project 9202-08-76.

US 29/US 41 Interchange and US 41 Central Mainline

Project 9202-07-84, De Pere – Suamico, Packerland Drive/Dousman Street/Shawano Avenue Temporary Traffic Signals, STH 29/USH 41, Brown County, Wisconsin under a department contract. Work under this contract (LET date of August 9, 2011) is anticipated to be completed in October 2015. The work under this contract is not expected to inhibit any construction on Project 9202-08-76.

Project 1133-03-71, De Pere – Suamico, Larsen Road – Memorial Drive Mainline, US 41; Project 1133-03-73, De Pere – Suamico, WIS 29 Intchg (Packerland – US 41), WIS 29; Project 9202-07-71, De Pere – Suamico, WIS 29 Mainline (Duck Creek – Packerland Drive/CTH EB), WIS 29, all projects located in Brown County, Wisconsin

under a department contract. Work under this contract (LET date of July 23, 2012) is anticipated to be complete in July 2016. These projects are proposed to reconstruct US 41, WIS 29 and the associated interchange all of which are in close proximity to the project site. Coordination will be required between the work under this contract and the construction on Project 9202-08-76. Provide the engineer a schedule of operations 4 weeks in advance of beginning construction to allow for proper work zone coordination between the two projects.

Project 9202-08-78, De Pere – Suamico, Pamperin Park Trail Paving and Landscaping, STH 29, Brown County, Wisconsin under a department contract. Work under this contract (anticipated LET date of April 9, 2013) is anticipated to be completed in November 2013. The work under this contract is not expected to inhibit any construction on Project 9202-08-76.

IH 43/US 41 Interchange and Mainline US 41 North

Project 1133-11-86, De Pere – Suamico, Velp Avenue Stormwater Pond, USH 41; Project 1133-11-75, De Pere – Suamico, Beaver Dam Creek Box Culvert and Creek Re-Alignment, USH 41; Project 1133-10-80, De Pere – Suamico, USH 41, all projects in Brown County, Wisconsin under a department contract. Work under this contract (anticipated LET date of February 12, 2013) is anticipated to be completed in July 2014. The work under this contract is not expected to inhibit any construction on Project 9202-08-76.

1.6 Notice to Contractor – Project Storage and Staging Areas.

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

To accommodate stage construction of the department planned contracts for the USH 41 Brown County program, the department will implement a review and approval process for use of storage and staging areas within the right-of-way and adjacent to the project.

Equipment and materials can be stored within the slope intercepts shown on the plan and within the footprint of the roadway or structures within the project limits. Storage of equipment and materials will not be allowed in areas which are restricted by traffic and other requirements provided in the special provisions.

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

2. Prosecution and Progress.

2.1 CPM Progress Schedule.

Complete CPM Progress Schedule in accordance to standard spec 108.4 and herein provided:

Replace standard spec 108.4.4.3(1)(7) with the following:

(7) Provide 3-week look-ahead bar charts by early start.

Add the following to standard spec 108.4.4.4:

(4) Three-Week Look-Ahead Schedules

Between each monthly CPM Progress Schedule update, submit Three-Week Look-Ahead Schedules on a weekly basis after the notice to proceed. The Three-Week Look-Ahead schedules can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Planned work for the upcoming two-week period.
3. The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.
4. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

Replace standard spec 108.4.4.7(1) with the following:

(1) The department will measure CPM Progress Schedule for each initial and monthly schedule update acceptably completed.

Replace standard spec 108.4.4.8(2) with the following:

(2) Payment is full compensation for furnishing all work required under this bid item. The department will pay the bid item price for the initial schedule and each monthly schedule update submitted to the department. The Three-Week Look-Ahead schedules are incidental to the monthly CPM Progress Schedule updates.

2.2 Prosecution and Progress.

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

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

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

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Comply with all local ordinances which apply to construction operations. Furnish any ordinance variance issued by the municipality or any other required permits to the engineer by the contractor, in writing before performing such work.

Construct project 1133-04-80 between June 24, 2013 and August 16, 2013. Keep one side of sidewalk open to pedestrian traffic at all times during construction.

Do not open South Memorial Drive to traffic until all contract work is complete.

Maintain access for all residents within the contract work area, on a minimum of base aggregate, at all times by either the existing roadway, temporary roadway, or the proposed roadway.

3. Meetings.

3.1 Project Communication Enhancement Effort.

Use the Project Communication Enhancement Effort (PCEE) tools on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the PCEE Manual available at the department's Highway Construction Contract Information (HCCI) web site at:

<http://roadwaystandards.dot.wi.gov/standards/admin/pcee-user-manual.doc>

3.2 Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 10:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

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

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

4. Alternative Dispute Resolution.

4.1 Contract Award and Execution.

Supplement standard spec 103 as follows:

103.9 Bid Escrow Documentation

The department will require the lowest responsible bidder to submit documentation to be placed in escrow at a document storage facility. Bid Escrow Documentation (BED) consists of writings, working papers, computer printouts, charts, and data compilations that contain or reflect information, data, calculations or assumptions used by the bidder to determine the proposal submitted. If the apparent low bid is withdrawn or rejected, the second low bidder will provide the required documents as specified below within 72 hours of written notification by the department.

The BED shall clearly itemize the contractor's estimated costs of performing the scope of work defined in the contract.

The BED shall include, but not be limited to, all quantity takeoffs, rate schedules for the direct costs of craft labor, construction (expendable materials), construction equipment ownership costs, construction equipment operating costs, permanent materials subcontractors and insurance. Also include development of rates of production including, where appropriate: estimate of crews, construction materials, construction equipment, and construction sequence and duration. Submit the BED for each subcontractor whose total subcontract costs exceed \$500,000.00.

Identify the allocation of construction plant and equipment, time and non-time related indirect costs (including if applicable joint venture fees), home office overhead, contingencies and margin applicable to each bid item. Further, documentation shall include consultant's reports, final estimate adjustment calculations, and all other information used by bidders to arrive at the estimate.

Any manuals standard to the industry used by the bidder in determining the proposal are also considered part of the BED. These manuals may be included in the proposal documentation by reference and shall show the name and date of the publication and the publisher.

It is not necessary to include documents provided by the department for the bidder's use in the preparation of the proposal.

The low bidder shall present authentic copies of their BED at the department's office, located at 1940 West Mason Street, Green Bay, WI by May 17, 2013, at 10:00 AM.

At the time of submittal, only designated representatives of the apparent low bidder and the department will jointly examine the apparent low bidder's bid documentation to determine if it is authentic, legible, and generally meets the requirements of this special provision. The department will not share the BED information with, or in any other way divulge the contents of the apparent low bidder's BED to, their subcontractors or any other party.

The department, if requested by apparent low-bidder subcontractors, will also independently examine the BED submitted by the apparent low bidder's subcontractors in the same manner as the apparent low bidder's BED was examined. Only designated representatives of the individual subcontractor and the department will be present during this examination. The department will not share the BED information with, or in any other way divulge the contents of a subcontractor's BED to, the apparent low bidder or any other party.

The department's examination of the BED will not include review of, nor will it constitute approval of, proposed construction methods, estimating assumptions, or interpretation of the contract. The examination will not alter any conditions or terms of the contract. The department will determine if the BED complies with this special provision within 4 hours after the time the BED is submitted. If the BED does not meet the requirements of this special provision, the department may reject the bid.

If the BED of the apparent low bidder meets the requirements of this special provision, the department and bidder will jointly deposit the BED at an agreed document storage facility. Place the BED in a sealed envelope or container clearly marked with the bidder's name and address, date of submittal, project name and identification number. Representatives of the department and the bidder will deliver all bid escrow documentation and the original affidavit directly to a document storage facility, to be placed in escrow.

If the apparent low bid is withdrawn or rejected, the designated representative of the second low bidder and the department will examine and inventory the bid documentation of the second low bidder and their subcontractors in the manner specified above, then seal and deposit in escrow. If a subcontractor with a subcontract exceeding \$500,000 is replaced, the contractor shall submit new BED for examination and escrow before the engineer will authorize the substitution.

The department will pay for the costs of the escrow document storage facility and will provide escrow instructions to the document facility consistent with this special provision.

The department acknowledges that the bidder considers that the BED constitutes trade secrets or proprietary information. This acknowledgment is based upon department's understanding that the information contained in the BED is not known outside each bidder's business, is known only to a limited extent and by a limited number of employees of bidder, is safeguarded while in bidder's possession, and may be valuable to bidder's construction strategies, assumptions and intended means, methods and techniques of design and construction. Except as set forth in the contract or as required by applicable Law, the department acknowledges that the BED will remain in the possession of the Escrow Agent at all times and will at no time be received by, or become the property of, the department.

Submit a copy of the affidavit below, signed under oath before a Notary Public by a representative of the bidder authorized to execute proposals. Department representatives will sign the affidavit after reviewing the BED.

The BED will remain in escrow until:

1. The bidder and the department mutually agree to release of the BED;
2. A court orders the department to provide the BED;
3. A dispute is referred to the Dispute Review Board or claims review panel; or
4. Either party seeks judicial review of a dispute.

If any of the events numbered 1-4 above occurs, the department will take possession of all relevant portions of the BED, as determined by the department, until complete resolution of the issue for which the request was made or the court order was issued. In absence of such actions, and provided the bidder signs an appropriate release, the unopened BED will be released to the bidder upon final acceptance and the expiration of all warranty periods provided by this contract.

BID ESCROW DOCUMENTATION CERTIFICATION

Using this BID ESCROW DOCUMENTATION CERTIFICATION, the bidder certifies that the material submitted below constitutes all the documentary information used in preparation of the bid and that said bidder has fully examined the contents of the container and that they are complete. The undersigned Wisconsin Department of Transportation representatives have reviewed the BED for compliance.

BIDDER

WITNESS

(Name of Bidder)

(Name of Witness)

By: _____
(Signature*)

By: _____
(Signature*)

Title: _____

Title: _____

Date: _____

Date: _____

WISCONSIN DOT

WISCONSIN DOT

(Name of Department Representative)

(Name of Department Representative)_

By: _____
(Signature*)

By: _____
(Signature*)

Title: _____

Title: _____

Date: _____

Date: _____

(END OF BID ESCROW DOCUMENTS)

103.10 Mobilization Workshops

103.10.1 Workshop Schedule

After contract award, attend the following workshops. Each workshop is described below and will include but not be limited to the following topics.

	Workshop Schedule	Date
1.	Project Kickoff: Includes Initial Work Plan, Cost Reduction Incentives, Utility Coordination, Submittals and CPM Progress Schedule	TBD TBD
2.	Partnering (Initial Meetings)	TBD
3.	Notice to Proceed	TBD

If necessary, the engineer may modify the workshop schedule to ensure attendance by the necessary department and contractor personnel; however, all workshops will be completed prior to issuing the Notice to Proceed.

103.10.2 Workshop

103.10.2.1 Project Kickoff

103.10.2.1.1 General

The Project Kickoff Workshop will provide a forum to discuss and answer questions relative to the proposal, bid schedule, and other questions in the Project Questionnaire described in standard spec 103.10.2.1.2. The Initial Work Plan will include:

1. Contractor responses to the attached Project Questionnaire.
2. Department presentation of the use of CPM scheduling on the project and presentation of the department's Master Schedule to the contractor.
3. Contractor presentation of its conceptual work plan for the project.
4. Department and contractor discussion of the level of detail and features in the Initial Work Plan and the Baseline CPM Progress Schedule.

103.10.2.1.2 Project Questionnaire

Provide the following information in the order shown below. This information will constitute the "Project Questionnaire."

General Information

If a Joint Venture, provide information for each member of the Joint Venture.

1. Provide the following information about the company:
 - Firm Name
 - Address
 - Telephone and facsimile numbers; e-mail address
 - Contracting Specialties

- Years performing work in contracting specialties
- Geographic areas served
- Total Management Employees and years of service
 - Project Managers
 - General Superintendents
 - Craft Superintendents
 - Engineers
 - Estimators
 - CPM Schedulers

Construction Engineering

- Provide/attach a copy of your Construction Project Manager's resume indicating the manager's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Provide (if applicable) your third-party construction engineering firms.
- Provide plan for Construction surveying.

Subcontractors

- Attach the list of all subcontractors that are intended for this Project and the items of work they shall perform.

Permanent Material Suppliers

- Attach the list of all permanent material suppliers that are intended for the project.

Quality Control (where applicable)

- Provide the name of your Construction Quality Control firm and qualifications indicating the firms' experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Provide/attach a copy of your Construction Quality Control Manager's resume indicating the manager's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- List the major elements and/or Table of Contents of your Construction Quality Management Program.
- Provide the name of your Independent Quality Control Testing firm (Construction Quality Control Lab) and qualifications indicating the firm's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).

Organization Chart

- Provide a functional and personnel Organization Chart showing the authority and responsibilities of each individual identified.

Work Rules

- Provide the plan for hours per day, days per week, and number of shifts for key elements of work; i.e. retaining wall construction, roadway excavation, bridge structures, and roadway structural section activities.

Maintenance of Traffic

- Provide the name of your Traffic Control Manager and qualifications indicating the firm's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Include an outline of your approach to the Maintenance of Traffic and how you shall stage the construction to meet the substantial completion schedule.
- Attach a copy of your Preliminary Schedule indicating your approach to achieving the substantial completion schedule.

Construction

- Provide the approach (type of equipment, number of crews, and where required ground support systems) for the following activities:
 - Retaining wall construction by type of work.
 - Bridge demolition.
 - Roadway structural section.
 - Roadway excavation.
 - Office and yard facilities.

103.10.2.3 Cost Reduction Incentives

The Project Kickoff Workshop will identify value enhancing opportunities and consider modifications to the plans and specifications that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project, including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the traveling public, desired appearance, or design and safety standards.

The contractor may submit recommendations resulting from the workshop for approval by the engineer as cost reduction incentive proposals in conformance with the provisions in standard spec 104.10 "Cost Reduction Incentive," of the standard specifications.

The department and the contractor may be able to complete the CRI Concept process, as specified in standard spec 104.10.2, during the CRI workshop.

The contractor may submit CRIs that were not introduced at the CRI workshop after the CRI workshop.

103.10.2.4 Utility Coordination

The Project Kickoff Workshop will define the scope and schedule of utility relocation work and the respective rules and responsibilities of the project team.

1. At a minimum, the following key personnel will attend the Utility Coordination Meeting.
 - 1.1 Department's Utility Coordinator.
 - 1.2 Contractor's Utility Coordinator.
 - 1.3 Designer Team's Utility Coordinator.
 - 1.4 Key Utility Company Representative(s)
2. At a minimum, the Utility Coordination Meeting will include a review of the following:
 - 2.1 Summary of all required utility relocations on the project.
 - 2.2 Special provisions addressing utility work.
 - 2.3 Sharing of contact information.
 - 2.4 Scheduling of work for utility relocation including critical milestones and staging for the work.

103.10.2.5 Submittals

The Project Kickoff Workshop will identify the key required submittals for the project, categorize submittals into functional areas, and develop a schedule for submittals and submittal reviews. The Workshop participants will at a minimum:

1. Review the project special provisions.
2. Categorize submittals into functional areas including but not limited to:
 - 2.1 MSE Retaining Walls
 - 2.2 Temporary Shoring
 - 2.3 Falsework and Formwork
 - 2.4 Girder Shop Drawings
 - 2.5 Steel Transportation, Delivery and Erection
 - 2.6 Structure Demolition Plans
 - 2.7 Pile Hammers and High Capacity Piling

- 2.8 Concrete/ Asphalt
- 2.9 Materials
- 2.10 ITS / Lighting
- 2.11 Traffic Signals
- 2.12 Sanitary Sewer and Water
- 2.13 Permits

- Develop a schedule for submittals.

103.10.2.6 CPM Progress Schedule

The Project Kickoff Workshop will provide a forum to discuss department requirements for CPM scheduling and the development of the baseline CPM schedule. At a minimum, the CPM Progress Schedule Workshop will include:

1. Discussion of CPM scheduling best practices.
2. Contractor presentation of its Initial Work Plan and comments on the Master Schedule.
3. Department presentation of comments on the Initial Work Plan.
4. Discussion of finalization of the Initial Work Plan and development of the Baseline CPM Progress Schedule.

103.10.2.7 Partnering (Initial Session)

Prepare for and participate in the initial partnering session as specified in the article Partnering Meetings.

103.10.3 Payment for Mobilization Workshops

All mobilization workshop costs are incidental to the contract work.
(NER41-20110718)

4.2 Claims Process for Unresolved Changes.

Add the following to standard spec 105.13.2(2):

3. When filing the notice of claim, use the “Initial Notice Claim Record” form developed for the USH 41 corridor. The Initial Notice Claim Record establishes the claim nature and circumstances. The claim nature and circumstances must remain consistent. Request the form from the engineer.

Supplement standard spec 105.13.4(1) with the following:

When submitting the claim, use the “Final and Full Claim Record” form developed for the USH 41 corridor. Request the form from the engineer.

5. Insurance.

5.1 Bidding Instructions for Insurance.

The department will implement, an Owner Controlled Insurance Program (OCIP) for this contract as described in the:

- Owner Controlled Insurance Program Article
- USH 41 Corridor Project OCIP Insurance Manual
- USH 41 Corridor Project Safety Manual
- USH 41 Corridor Project Claims Manual

Do not include in your bid the “cost of OCIP coverage’s” and as specified in section 107.26(1)(a)9 of the OCIP article. The “costs of OCIP coverage’s” are described in the USH 41 Corridor Project OCIP Insurance Manual.

The USH 41 Corridor Project OCIP Insurance Manual and the Safety Manual contain minimum safety requirements that meet or exceed those required by law, and they include special requirements for the following programs:

- Substance Abuse Program
- Return to Work Program

Enroll and maintain enrollment in the OCIP. Enroll in the OCIP within five days of executing the contract.

Obtain and maintain insurance coverage’s in addition to the OCIP as specified in section 107.26(1)(a)8 of the OCIP article.

Ensure that subcontractors, both those enrolled in and excluded from the OCIP, obtain and maintain insurance coverage’s in addition to the OCIP as specified in section 107.26(1)(a) 8 of the OCIP article.

5.2 Owner Controlled Insurance Program.

Standard spec 107.26, “Standard Insurance Requirements” is deleted in its entirety and the following standard spec 107.26 is substituted thereof:

107.26 Standard Insurance Requirements

107.26(1)(a) Owner Controlled Insurance Program

- 1. Overview.** The State of Wisconsin, Department of Transportation (“the WisDOT”) has arranged with Aon Risk Services Central, Inc., (the “OCIP administrator”) for this Project to be insured under its Owner Controlled Insurance Program (“OCIP”). The OCIP is more fully described in the USH 41 North-South Corridor manual for the Owner Controlled Insurance Program (the “Insurance Manual”) and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties(as defined below) Workers’ Compensation and Employer’s Liability insurance, Commercial General Liability insurance, and excess liability insurance as summarily described below in connection with the performance of the Work (“OCIP coverage’s”).
- 2. Enrolled Parties and Their Insurance Obligations.** OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, eligible Contractors and Subcontractors who enroll in the OCIP, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an “ Enrolled Party”). Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.
- 3. Excluded Parties and Their Insurance Obligations.** OCIP coverage’s do not apply to the following “Excluded Parties”:
 - a. Hazardous materials remediation, removal and/or transport companies;
 - b. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;
 - c. Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project site;
 - d. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.

Excluded Parties and parties no longer enrolled or covered by the OCIP shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in Section 107.26(1)(a) 8 below and in the Insurance Manual. Excluded Parties shall comply with all of the safety requirements pursuant to 107.26(1)(a) 16.

- 4. OCIP Insurance Policies Establish OCIP coverage's.** The OCIP coverage's and exclusions summarized in this special provision and the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverage's in this special provision or the Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP coverage's. In the event any provision of this special provision, the Insurance Manual, the contract documents, or the summary below conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.
- 5. Summary of OCIP Coverage's.** OCIP coverage's will apply only to those operations of each Enrolled Party performed at the Project site, as defined in the OCIP insurance policies, in connection with the Work and only to Enrolled Parties that are eligible for the OCIP. OCIP coverage's will not apply to Excluded Parties, even if erroneously enrolled in the OCIP. An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, will only be insured if such "off-site" operations are identified, endorsed onto the OCIP policies, and are dedicated solely to the Project. Contractor may request such "off-site" operations to be insured in writing to WisDOT; however, OCIP coverage's will not insure "off-site" operations until the OCIP policies have been endorsed to insure such "off-site" location. The decision to insure "off-site" operations shall be determined by WisDOT and the OCIP insurer.

The OCIP coverage's are primary insurance for all on-site operations of eligible and Enrolled Parties. The OCIP will provide only the following insurance to eligible and Enrolled Parties:

Summary Only

- a. Workers' Compensation insurance - Statutory Limit including Jones Act and USL&H coverage, as applicable.
- b. Employer's Liability insurance
 - i. Bodily Injury by Accident, each accident \$1,000,000
 - ii. Bodily Injury by Disease, each employee \$1,000,000
 - iii. Bodily Injury by Disease, policy limits \$1,000,000
- c. Commercial General Liability (ISO Occurrence Form – Limits Shared By All Insureds)
 - i. Each Occurrence Limit \$2,000,000 (Annual Limit)
 - ii. General Aggregate Limit for all Enrolled Parties \$4,000,000 (Annual Limit)
 - iii. 10 yr. Products and Completed Operations Extension
 - iv. Products and Completed Operations Aggregate for all Enrolled Parties \$4,000,000(Single Limit Applies to Entire Products and Completed Operations Extension)
- d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.

- e. Excess Liability insurance (over Employer's Liability and General Liability – Limits Shared By All Insureds)

Each Occurrence Limit \$150,000,000

Aggregate \$150,000,000 (Annual Limit)

\$150,000,000 Products and Completed Operations Aggregate Limit (Single Limit Applies to Entire Products and Completed Operations Extension).

- 6. The WisDOT's Insurance Obligations.** The WisDOT will pay the costs of premiums for the OCIP coverage's. The WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Each Contractor and each of its Subcontractors hereby assign to the WisDOT the right to receive all such adjustments. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies. The WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

7. Contractor's OCIP Obligations. Contractor shall:

- a. Incorporate the terms of this special provision in all subcontract agreements.
- b. Enroll in the OCIP within five (5) business days of execution of the contract and maintain enrollment in the OCIP, and assure that Contractor's eligible Subcontractors enroll in the OCIP and maintain enrollment in the OCIP within five (5) business days of subcontracting and prior to the commencement of their Work at the Project site.
- c. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same, shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.

- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an “OCIP insurer”) and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage’s that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor’s or its Subcontractor’s sole responsibility and expense and shall not be billed to the WisDOT.
 - f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
 - g. Provide, within five (5) business days of the WisDOT’s or the OCIP administrator’s request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage’s, declaration pages of coverage’s, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
 - h. Pay to the WisDOT’s designee within five (5) days of written notification, a sum of up to \$ 10,000 of each claim, including court costs, attorneys fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor’s Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible (“contractor General Liability obligation”). The contractor General Liability obligation will not be insured by the OCIP Coverage’s.
- 8. Additional Insurance Required From Enrolled Parties and Excluded Parties.** Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section 107.26(1)(a) 8 in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section 107.26(1)(a) 8 shall conform to the WisDOT’s requirements outlined in the Insurance Manual and be written by companies authorized to do business in the State of Wisconsin, and Illinois if applicable, with an AM Best rating of A- or better. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual. As to eligible and Enrolled Parties, the Workers’ Compensation, Employer’s Liability, and Commercial General Liability insurance required by this section shall only be for off-site activities or operations not insured under the OCIP coverage’s. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

1. Commercial General Liability insurance shall be endorsed to include blanket contractual liability coverage.
 - a. \$2 Million Combined single limits per occurrence with an annual aggregate limit of not less than \$4 Million.
 - b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
 - c. Commercial General Liability insurance shall be maintained in force for two (2) years following completion and the WisDOT's acceptance of the work.
 - d. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and non-contributory basis.
2. Workers' Compensation and Employer's Liability insurance.
 - a. Workers' Compensation limits: statutory limits
 - b. Employer's Liability limits:
 - i. Bodily injury by accident: \$100,000 each accident
 - ii. Bodily injury by disease: \$500,000 policy limit
 - iii. Bodily injury by disease: \$100,000 each employee
3. Commercial automobile liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:
 - a. No Trucking or Hauling: \$1,000,000 Each Accident
 - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
 - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
4. For any work over water, whether deemed navigatable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.

5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

Contractor's failure to procure or maintain the insurance required by this 107.26(1)(a)8 and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the contract shall constitute a material breach of this contract under which the WisDOT may immediately suspend or terminate this contract or, at its discretion, procure or renew such insurance to protect the WisDOT's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Contractor.

Contractor shall provide the WisDOT with certificates of insurance as evidence that required coverage's for insurance detailed in this section are in force. The bidder shall provide certificates of insurance in their pre-qualification statement as specified in 102.1.

Contractor shall notify the WisDOT at least 60 calendar days before a cancellation or material change in coverage and only obtain coverage from insurance companies licensed to do business in the state that have an AM Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The WisDOT will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the Contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

9. Contractor Representations and Warranties to the WisDOT. Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:

- a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
- b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.

- c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP. d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.
- 10. Audits.** Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any other information that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.
- 11. The WisDOT's Election to Modify or Discontinue OCIP.** The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor Maintained Coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.
- 12. Withhold of Payments.** The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.

- 13. Waiver of Subrogation.** Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with the same parties referenced immediately above in this section. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.
- 14. Duty of Care.** Nothing contained in this special provision or the Insurance Manual shall relieve the Contractor or any of its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the work and to complete the work in strict compliance with the contract documents.
- 15. Conflicts.** In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contract documents, then the provisions of the Insurance Manual.
- 16. Safety.** Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

5.3 Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd. 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. (d.b.a. Canadian National).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works at 1625 Depot St., Stevens Point, WI, 54481. Include the following information on the insurance document:

Project: 9202-08-76

Route Name: S. Memorial Dr. access to Parkside Ct.

Crossing ID: N/A

Railroad Subdivision: Fox Valley

Railroad Milepost: N/A

A.2 Work by Railroad

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

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

Contact Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481, TELEPHONE (715) 345-2503, FAX (715) 345-2534, email jackie.macewicz@cn.ca for consultation on railroad requirements during construction.

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 2800 Livernois, Suite 330, Troy, MI 48083, TELEPHONE (248) 740-6227, FAX (248) 740-6036, email maryellen.carmody@cn.ca for flagging arrangements. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

The track was removed by the railroad and there are no train movements on S. Memorial Drive.

107-026 (20110930)

6. Environmental.

6.1 Notice to Contractor – Archaeological Survey Coordination.

The department will conduct archaeological surveys for borrow sites, batch plants, waste sites, and staging areas to be used for the project. If significant discoveries of non-burial related archaeological features are discovered, standard spec 106 procedures pursuant to 36 CFR 800 will be followed or another area will be obtained for borrow, batch plants, waste sites, and staging areas.

Notify the department as soon as possible but at least 7 days in advance of soil disturbance at selected sites to allow time for archaeological surveys to be completed in advance of your work.

The department will have on-site tribal and archaeological project monitoring. During ground excavating activities, the contractor shall allow the monitors an opportunity to assess the area for culturally significant and/or important archaeological features. If significant/important features are discovered, section 106 procedures pursuant to 36 CFR 800.13 (post review discoveries) will be followed.

The department will conduct an archaeological inspection of areas where the material is placed. The contractor will allow the archaeologist five calendar days to inspect the soil after placement before additional material can be placed in the same location. If significant/important features are discovered, section 106 procedures pursuant to 36 CFR 800.13 (post review discoveries) will be followed.

The department will not grant time extensions to the interim or final completion dates for archaeological surveys and inspections. The department is not subject to any claims for delay due to this archeological coordination of on-site monitoring or lake sediment soils unless the delay is greater than 8 hours per discovery of significant potential archeological features. The department is not subject to any claims for delay due to archeological coordination at any borrow, batch plant, waste site or staging areas.

6.2 Notice to Contractor – Tribal Cultural Resource Sensitivity Training.

Prior to start of field construction activities all contractor and subcontractor personnel planning to work on this contract must attend tribal cultural resource sensitivity training. The training is anticipated to last approximately two hours. Provide two weeks advanced notice to the Environmental Services Section for Bureau of Technical Services to schedule training. The contact at the Environmental Services Section for Bureau of Technical Services is Lynn Cloud (608) 266-0099 or Jim Becker (608) 261-0137. This training cost is considered incidental to construction.

6.3 Environmental Protection.

Supplement standard spec 107.18 follows:

Wetlands

The contractor shall not disturb nor store materials or topsoil within the nearby wetlands as shown on the erosion control sheets unless areas are designated to be filled or impacted as permitted in the project's U.S. Army Corps of Engineers Section 404 Permit. The work area shall be separated from the wetlands by silt fence, as shown on the plans, to avoid siltation and inadvertent fill into the wetland areas.

Phragmites

Phragmites, an invasive species plant, exists within the USH 41 corridor. All soils outside of the median areas along USH 41 containing plant or root fragments that will be disturbed as part of the work within the contract shall be incorporated into the salvaged topsoil within the immediate area of the work. All soils containing plant or root fragments that will be excavated as part of the work within the USH 41 median areas, areas as shown on the plans, or from areas designated by the engineer shall be deposited at a waste site designated on the project. Excavation and waste of Phragmites infested soil from the median areas, other areas shown on the plans, and any other areas that may be approved by the engineer that is deposited at the designated waste site will be paid for under the Excavation of Phragmites Soil item. All waste sites are subject to review and approval by the department and shall be suitable for the waste of material containing Phragmites. Waste material shall be placed in upland locations in the general area where the plant currently exists. All other areas where Phragmites soil is left on site will be paid for as Salvaged Topsoil.

For all equipment that comes into contact with Phragmites infested areas, follow the guidelines established under the Environmental Protection, Aquatic Exotic Species Control section of this special provision for inspection and cleaning of equipment prior to leaving the project site. Additional information on this plant can be found at the following website: www.dnr.wi.gov/invasives/plants.asp.

6.4 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 Paul Vraney at (920) 492-2232.
107-054 (20080901)

6.5 Environmental Protection, Aquatic Exotic Species Control.

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

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

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

- 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;
- Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
- Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
- Disinfect your boat, equipment and gear by either:
 - Washing with ~212° F water (steam clean), or
 - Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - 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 (20110615)

7. Traffic and Restrictions to Work.

7.1 Traffic.

General

Complete contract work as detailed in the Traffic Control section of the plans, and as described in this Traffic article.

Roadside Hazard Protection During Construction

Conduct existing beam guard removal in several phases to allow timely installation of temporary barriers. Bridge pier columns and parapets are to remain protected at all times throughout construction. Removal of existing guardrail shall be done concurrently with the placement of the temporary concrete barrier or temporary barrier left in place so that the bridge pier columns/parapets remain protected at all times. Placement of new beamguard shall be completed to a point to provide protection for the pier columns/parapet before the temporary concrete barrier is removed. Railing connecting to structure parapet should be in place prior to opening the lanes for traffic. Remaining beamguard shall be placed within 24 hours of the temporary concrete barrier being removed.

Private Driveways

Maintain access to all business driveways and private residence driveways on a minimum of base aggregate surface at all times except as follows. Close driveways for a maximum of 7 calendar days due to roadway concrete paving. Close driveways for a maximum of 7 calendar days for grading and placement of base aggregate and concrete paving for each driveway. Notify each business and/or each residence on the property a minimum of 7 days prior to any driveway closures.

Wisconsin Lane Closure System Advanced Notification

Provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

Lane closures (without width, height or weight restriction)	3 business days
Service Ramp closures	3 business days
Extended closure hours	3 business days
System Ramp closures	7 calendar days
Local Street openings/closings	7 calendar days
Lane closures (with width, height or weight restriction)	14 calendar days
Project Start	14 calendar days
Full Freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Notify the engineer if there are any changes in the schedule, early completions, or cancellations for scheduled work.

7.2 Holiday and Other Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 41, STH 172, STH 54 and STH 29 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights and any other material that might impede the free flow of traffic during the following holiday periods:

- Green Bay Packer home games and Packer Family Scrimmage: From five hours prior to game until five hours after the game for USH 41 and STH 29 in both directions, USH 41/141-STH 172 in both directions;
- From 5:00 PM Friday to 10:00 PM Friday of fishing opening; each year;
- From noon Friday, May 24, 2013 to 5:00 AM Tuesday, May 28, 2013 for Memorial Day;
- From noon Wednesday, July 3, 2013 to 5:00 AM Monday July 8, 2013 for Independence Day.

Prior to preparing bids, verify the dates of each festival, game, or event listed to obtain current dates for work restrictions.

7.3 Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

Contact Kristin Romanowicz at the City of Green Bay, (920) 448-3094, to request a written waiver for hours of operation of construction equipment. Provide the approved waiver request to the engineer.

Delete standard spec 107.8 (4) and replace with the following:

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

Brown County Public Safety Communications,	(920) 391-7440
On Duty Supervisor	
Wisconsin State Patrol	(920) 929-3700
Brown County Sheriff's Department	(920) 448-4219
Ashwaubenon Fire Department	(920) 434-2995
Ashwaubenon Police Department	(920) 492-2995
Ashwaubenon Post Office	(920) 405-0665
Ashwaubenon School District	(920) 492-2900
Oneida Tribal Police Department	(920) 869-2239
Oneida Post Office	(920) 869-3710

Oneida Tribal School District	(920) 869-1676
Green Bay Fire Department	(920) 448-3280
Green Bay Police Department	(920) 448-3200
US Post Office (Green Bay, Packerland Ave)	(920) 498-3895,
US Post Office (Green Bay, Military Ave)	(920) 497-5216
Green Bay School District	(920) 448-2000
Village of Howard Fire Department	(920) 434-4679
Howard/Sumiaco School District	(920) 662-7878
Village of Suamico Fire Department	(920) 434-3201
Village of Suamico Public Works	(920) 434-8410
Village of Suamico School District	(920) 662-7878

The Brown County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

7.4 Removing Signs.

Replace standard spec 638.3.4(2) and standard spec 638.3.4(3) with the following:

All city-owned signs removed within the 1133-04-80 project limits shall be carefully stockpiled at an onsite location established by the city. Contact John Krock, City of Green Bay Sign Shop, (920) 391-3633, for location designation and coordination of pick-up.

7.5 Traffic Control.

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

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

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

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

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

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

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

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

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

- Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

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

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

8. Utilities.

8.1 Utilities.

- (1) This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)
- (2) There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the Regional Office during normal working hours.
- (3) Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

- (4) When interpreting the term “working days” within the “Utilities” article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.
- (5) Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility to begin its work.

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- (1) **AT&T Wisconsin** has an underground **communication** duct package along the north side of 9th Street throughout the construction limits. This facility is in conflict with the proposed storm sewer crossings near Stations 506+70, 508+50, and 509+00. AT&T Wisconsin will adjust their duct package around the proposed storm sewer prior to construction.
- (2) AT&T Wisconsin has a vacated communication conduit crossing 9th Street near Station 506+00.
- (3) AT&T Wisconsin has a manhole near Station 505+40. AT&T Wisconsin plans to adjust this manhole to final grade during construction. Notify AT&T Wisconsin 3 to 5 working days prior to the final grades being staked and allow them 3 working days to adjust the manhole to final grade.
- (4) **The Brown County IT Department** has an underground **communication** facility along the north side of 9th Street throughout the construction limits. The storm sewer will be in conflict with their conduit near Stations 506+50 and 509+00. Notify the Brown County IT Department 3 to 5 working days prior to installing the storm sewer at each conflict location and allow them 1 working day to adjust their conduit at each conflict location.
- (5) **The City of Green Bay IT Department** has an underground **communication** facility along the north side of 9th Street throughout the construction limits. The storm sewer will be in conflict with their conduit near Stations 506+50 and 509+00. Notify the City of Green Bay IT Department 3 to 5 working days prior to installing the storm sewer at each conflict location and allow them 1 working day to adjust their conduit at each conflict location.
- (6) **The City of Green Bay** has **Sanitary Sewer** facilities within the project limits. The City of Green Bay plans to remove and re-lay 5 sanitary sewer laterals, and reconstruction the top portion of the sanitary sewer manholes near Stations 504+60, 506+70 and 509+10. The final adjustment for the three reconstructed manholes is part

of Project 1133-04-80. City of Green Bay plans to begin their work on May 31, 2013 and anticipates up to 7 working days will be required to complete it.

- (7) The City of Green Bay plans to adjust an electrical facility next to the sanitary sewer manhole near Station 506+70. Once 9th Street is graded to proposed subgrade, give Justin Hewitt, City of Green Bay, (920) 660-6413, a 7 working day notice to start their work and allow them 1 working day to adjust the electrical facility.
- (8) **Wisconsin Public Service Corporation (WPS)** has a 4-inch diameter underground steel **gas** facility along the north side of 9th Street throughout the construction limits. This facility is in conflict with the proposed storm sewer. WPS plans to vacate this facility between approximately Stations 505+00 and 511+00 and install a new 4-inch diameter plastic gas main along the north right-of-way line beneath the proposed storm sewer crossings near Stations 506+65 and 509+00. WPS gas plans to begin their relocation on May 20, 2013 and anticipates up to 10 working days will be required to complete it.
- (9) The **following utilities** have facilities within the project limits, however, **no adjustments** are anticipated:
 - Green Bay Water Utility – water
 - Time Warner Cable – communication
 - Wisconsin Public Service Corporation (WPS) – electric

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- (1) **AT&T Legacy** has underground **communication** facilities in a steel pipe along the northeast side of the railroad tracks. AT&T Legacy does not anticipate any conflicts with these facilities. Notify AT&T Legacy 3 working days prior to starting construction within 10 feet of their facilities so AT&T Legacy can locate their facility and be on site.
- (2) **AT&T Wisconsin** has an underground **communication** facility along the south side of South Memorial Drive throughout the construction limits. AT&T Wisconsin plans to vacate the underground cable in place and remove the pedestals prior to construction.
- (3) The **Village of Howard** has **sanitary sewer** facilities along the north side of South Memorial Drive northbound east of a manhole near Station 75'SMN'+86. These facilities continue southeast along the northeast side of South Memorial Drive eastbound. The Village adjusted the rim of the manhole near Station 75'SMN'+86 and does not anticipate any other conflicts with their sanitary sewer facilities.

- (4) The **Village of Howard** has **water** facilities along the north side of South Memorial Drive northbound and along the southwest side of South Memorial Drive eastbound. The Village adjusted the surface elevation of their water valves near Station 75'SMN'+34 and Station 75'SMN'+40 prior to construction and does not anticipate any other conflicts with their water facilities.
- (5) The **following utilities** have facilities within the project limits, however, **no adjustments** are anticipated:
- American Transmission Company (ATC) – electric transmission
 - Windstream KDL – communication
 - Wisconsin Public Service Corporation (WPS) – electric distribution
 - Wisconsin Public Service Corporation (WPS) – gas

8.2 Adjusting Manhole Covers Project 1133-04-80, Item SPV.0060.001.

A Description

This special provision describes providing and setting rubber grade rings for manhole to final grade, along with adjusting the castings to final grade, in accordance to the applicable provisions of standard spec 611 and as hereinafter provided.

B Materials

Furnish materials in accordance to the applicable provisions of standard spec 611. All rubber grade rings shall have a flat and/or tapered configuration of a size that closely matches the inside and outside dimensions of circular or rectangular structures.

C Construction

Adjust manhole covers in accordance to the applicable provisions of standard spec 611 of the standard specifications

A maximum of one 2-inch thick concrete grade ring may be used as the uppermost adjusting ring in areas where slip-formed mainline pavement will be used or outside the roadway limits. Otherwise, concrete grade rings at least 4 inches in thickness shall be used.

Provide, set concrete rings, and adjust manholes of a concrete roadway where a slip-form paving machine is used for integral curb and gutter and or mainline pavement, and in areas outside the roadway limits in accordance to the applicable provisions of standard spec 611 and as hereinafter provided. Provide, set concrete and rubber grade rings, and adjust manholes within the roadway limits (back of curb to back of curb) of a concrete roadway where hand pouring (formed area), or slip for curb and gutter is the method of placement, and in areas of asphalt pavement.

Install rubber grade rings individually or in combination not to exceed 4-inches in height and locate at the casting. If more than 4-inches of adjustment is necessary, use one concrete ring, 4-inches or more in height, with rubber rings on top of the concrete ring. Final casting placement shall conform to the finished crown of the road. Where a 4-inch concrete ring is needed, do not shim or mortar the concrete ring in order to meet the desired elevation and/or crown and slope of the proposed roadway. Taper the rubber grade rings to match the slope of the crown and profile of the road. Ensure that the concrete and metal surfaces to receive sealing compound are clean, dry and free of grease or oils. Bond the rubber grade rings to adjacent surfaces by laying a continuous bead 5/16-inch thick cold-applied joint sealant conforming to ASTM-D-1850 Polyurethane Door, Window and Siding Sealant or PL Premium Polyurethane Concrete and Masonry Sealant or equivalent, on the top surface of the concrete of the bottom surface of the grade ring on a diameter 1-inch smaller than the outside diameter of the rubber grade ring. Where more than one grade ring is required, apply a continuous bead of sealant as above. Then apply sealant to the top surface of the grade ring and set the casting firmly in place taking care to properly center it over the structure opening and ensuring a firm contact between the casting and the grade ring. Exercise care in backfilling around grade rings and casting prior to joint sealant being fully cured.

Use concrete rings of a size that closely matches the inside and outside dimensions of the structures. If more than 4-inches of adjustment is necessary, use one concrete ring 4-inches or more in height with a maximum of one 2-inch concrete ring on top. Tie concrete rings to the structure using a minimum of two No. 4 rebar, spaced on opposite sides of the structure, when the total thickness of concrete rings is 6-inches or greater. Drill the hole for the bar to a depth of 6-inches into the top of the structure and to such a diameter as to provide a secure fit. The bar shall be of adequate length to secure the concrete rings to the structure without protruding out of the top concrete ring.

Compact around each manhole to prevent settling.

D Measurement

The department will measure Adjusting Manhole Covers (Project) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Adjusting Manhole Covers Project 1133-04-80	Each

Payment is full compensation according to standard spec 611.

8.3 Adjusting Water Service Valves, Item SPV.0060.003.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all city water service valves, located within the project limits.

B Materials

All material for the adjustment of these facilities must meet City of Green Bay specifications and will be provided by the City of Green Bay by contacting Brian Powell, Green Bay Water Utility, at (920) 448-3480. If there is contractor damage, the materials must still be provided by the City of Green Bay, however, in this case, the contractor will be charged for all materials. Materials furnished by the City of Green Bay and not used on the project shall be delivered back to 631 S. Adams Street, Water Utility at the City of Green Bay. Materials being returned must be accompanied with a “surplus material” form completed by the Public Works Inspector assigned to the project.

C Construction

All water service valves within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

The city will locate, mark, inspect and repair all water service valves within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service valves are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility. During the project, any water facilities accessed by the Water Department and found to be inoperable, damaged, or unidentified by the contractor, will be located or repaired by city forces; all costs to be charged to the contractor.

D Measurement

The department will measure Adjusting Water Service Valves as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Adjusting Water Service Valves	Each

Payment is full compensation for furnishing all excavation, backfilling, disposal of surplus materials, water box or manhole clean-out, and restoration of the work site; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Upon completion of the contract, the city will inspect all water facilities to ensure the water valves and manholes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

8.4 Manhole Covers Type GB, Item SPV.0060.004.

A Description

This special provision describes furnishing and installing metal frames, grates and lids in accordance to standard spec 611, as shown on the plans, and as hereinafter provided.

B Materials

Furnish castings in accordance to standard spec 611.2 and the details shown on the plans.

C Construction

Install castings in accordance to standard spec 611.3.

D Measurement

The department will measure Manhole Covers Type GB 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
SPV.0060.004	Manhole Covers Type GB	Each

Payment is full compensation for removing and salvaging existing covers; for providing new covers, including frames, lids, and all other required materials; and for installing and adjusting each cover. Old covers removed remain the property of the municipality.

8.5 Inlet Covers Type H-S ENV, Item SPV.0060.005.

A Description

This special provision describes constructing Inlet Covers Type H-S ENV. All work shall be in accordance to standard spec 611 and as specified herein.

B Materials

Furnish castings that conform to ASTM A-48, Class 35B. M 105 and as specified in the plans.

C Construction

Perform work in accordance to standard spec 611 and as specified herein.

D Measurement

The department will measure Inlet Covers Inlet Covers Type H-S ENV as as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.005	Inlet Covers Type H-S ENV	Each

Payment is full compensation for providing all materials, including grate, curb box, and all masonry necessary to attach inlet cover to inlet structure; for furnishing all work required to set the grate; and for cleaning out the grate and restoring the work site.

8.6 Exposing Existing Utility, Item SPV.0060.007.

A Description

This work includes exposing existing utilities which are in direct conflict with proposed facilities. The location of existing utilities not in direct conflict with proposed construction is not included and shall be addressed using standard utility location procedures. The work includes exposing existing utilities under paved and unpaved surfaces, and providing both lateral and depth measurements for use in determining potential utility conflict solutions.

B Materials

B.1 Granular Backfill

Furnish granular backfill that conforms to standard spec 209.

B.2 Slurry Backfill

Use aggregates that conform to standard spec 501 for grade A concrete. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily.

C Construction

C.1 General

Submit all requests for exposing existing utilities in writing to the engineer for approval prior to performing the work. Coordinate utility exposures with the engineer and notify the utility owner or their agents of this work 2 working days in advance so that they may be present when the work commences.

C.2 Excavation

Remove all paved and unpaved surfaces at locations where the existing utility is being exposed. Saw or remove concrete and asphaltic pavements to the nearest joint. Remove all pavement surfaces in such a way that all existing edges consist of a true line having a perpendicular edge with no unraveling. Maintain drainage at all times in accordance to standard spec 205.3.3. Take precautions, including temporary shoring, in order to prevent any undermining of the existing roadway. Perform work in accordance to all applicable laws, ordinances, rules, regulations, and OSHA standards.

Expose all utility locations within a given location to a minimum depth of 18-inches below the bottom of each utility. Excavate in a manner that protects the integrity of the utilities and prevents any damage to wrappings or protective coatings such as by any mechanical method or hand digging. Notify the utility owner promptly if damage or interruption of service occurs. Repair all damage caused to such utilities resulting from negligence or carelessness on the part of the contractor's operation at contractor expense.

Take all lateral and depth measurements in US feet and tenths thereof. Identify horizontal locations of each exposed utility with a coordinate northing and easting referenced to the Wisconsin County Coordinate System (WCCS), Milwaukee, County, NAD 83 (97). Provide vertical elevations for each exposed utility and reference to NAVD 88 (91).

The utility location shall remain exposed and available for visual inspection until the completion of all work in a given location. If the utility shall remain exposed overnight or for prolonged periods of time, protect the location with traffic-rated steel plating, safety barriers, and all necessary traffic control devices that may be required under applicable standards or as directed by the engineer.

C.3 Backfilling

Upon completion of the utility exposure, restore the location in kind to its original condition. Use granular backfill, conforming to standard spec 209, to backfill the exposed utility locations to the subgrade elevation except for areas located within local streets. All granular material placed to an elevation of 18-inches above each exposed utility shall consist substantially of sand with all particles retained on a one-inch (25.0 mm) sieve removed. The remaining granular material shall conform to the specifications for backfill for trench excavation. When exposed utility locations fall within local streets or city right-of-way, use slurry backfill to fill the entire location to the subgrade elevation.

Restore concrete pavement and concrete base course to the depth found in the existing roadway. Replace all locations that fall within live lanes of any roadway or pedestrian traffic with a high early-strength concrete pavement mix design having a depth equivalent to the existing pavement structure unless directed otherwise by the engineer. Locations that are closed to through traffic may use an approved concrete pavement mix conforming to standard spec 501. If directed by the engineer, tie concrete pavement and/or dowel it to the existing pavement according to the standard detail drawing for concrete pavement. All locations requiring asphaltic pavement shall consist of HMA Pavement Type E-3 unless otherwise directed by the engineer. Place the HMA pavement in lifts to a depth as directed by the engineer. Apply tack coat to composite pavement structures and between lifts.

Place base aggregate dense between the subgrade surface and the bottom of the pavement. In grassy areas, place 4-inches of topsoil, sod or seed and mulch, and fertilizer. Alternate restoration methods may be used upon written approval from the engineer.

C.4 Documentation

Provide documentation to the engineer and include the coordinates, elevations, and sketches of the utility locations tied to known features in the plans. Each utility shall be referenced to a proposed alignment with a station and offset. The size and/or diameter, composition, and a description of each utility shall be documented and the location of the elevation with respect to each utility noted. Supply digital photographs of the uncovered utility to the engineer in .jpeg format for future reference.

D Measurement

The department will measure Exposing Existing Utility as a unit for each location. A location may have multiple utilities located within the same exposure area. An exposure area will include all utilities within 6 lateral feet of each other and payment will only be made for one unit regardless of the number of utilities exposed. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is between 0 and 6-feet, the department will measure each location as a single unit of work. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is greater than 6-feet and less than twelve feet, the department will pay for the item as two units of work. Exposures in depth greater than 12-feet are not covered under this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.007	Exposing Existing Utility	Each

Payment is full compensation for sawing all pavement; for removing all pavement; for furnishing all excavation; for disposing of all materials; for locating all utilities within each respective location; for providing documentation and photographs of utility locations to the engineer; for furnishing all surveying associated with exposing existing utilities; for furnishing all maintenance of the location during construction; for furnishing all traffic control, safety barriers, and steel plating required; for furnishing and placing granular backfill and slurry backfill; and for temporary shoring. All finishing items including, but not limited to, base aggregate dense, concrete pavement, HMA pavement, curb and gutter, and sidewalk located above the subgrade elevation will be paid for using other contract items.

9. Vacant.

10. Earthwork.

10.1 Roadway Excavation.

Add the following to standard spec 205.5.2(1):

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

Identify all excavation required for the project, shrinkage and swell factors, anticipated material available for embankment if stockpiling or off-site disposal is required, and location of material to be placed in embankment on the earth flow diagrams.

Upon acceptance of the earth flow diagram by the department, the department will include the earth flow diagram with the Bid Escrow Documentation.

10.2 Preparing the Foundation

Add the following to standard spec 211.3.1:

The contractor shall plan construction activities such that the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as directed by the engineer. The contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events or natural drainage.

11. Bases, Subbases and Pavements.

11.1 Breaker Run.

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Replace standard spec 311.3 (1) with the following:

Place breaker run where the plans show or as the engineer directs. The contractor may substitute select crushed material conforming to standard spec 312.2 for breaker run.

11.2 QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

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

<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>

A.2 Contractor Testing for Small Quantities

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

Plan Quantity	Minimum Required Testing
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option ^[1]
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[2] [3]}

- ^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

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

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
 - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 - 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 - 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 - 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
 - 5. Descriptions of stockpiling and hauling methods.
 - 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
 - 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
- Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.

- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

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

B.6.2 Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

B.8.2 Verification Testing

B.8.2.1 General

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

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

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

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

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

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

301-010 (20100709)

11.3 QMP HMA Pavement Nuclear Density.

A Description

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

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

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

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.2 Testing

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

B.3 Equipment

B.3.1 General

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

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

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

Table 1

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

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

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

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

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/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 correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

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

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

11.4 Salvaged Ballast, Item SPV.0035.001.

A Description

This special provision for Project 9202-08-76 describes excavating, stockpiling, placing and compacting existing railroad ballast aggregate to accommodate the installation and backfilling of a culvert pipe within the existing railroad embankment at the location shown in the plans and as hereinafter provided.

B Materials

Utilize the existing ballast aggregate materials located in the upper portion of the railroad embankment.

C Construction

Excavate and stockpile the ballast aggregate in a manner which minimizes contamination with other materials within the project.

Place and compact the stockpiled ballast aggregate in conformance with standard spec 301.3.4.1 and standard spec 301.3.4.2. Do not exceed a compacted thickness of 8-inches per layer.

Construct the finished grade as shown in the plans and consistent with the adjacent portions of the existing railroad embankment. All excess ballast aggregate excavated and stockpiled for the installation of the culvert pipe not incorporated into the final work shall become property of the contractor.

D Measurement

The department will measure Salvaged Ballast by the cubic yard in final position, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Salvaged Ballast	CY

Payment is full compensation for excavation, minimizing contamination, stockpiling, placing, shaping, compacting, and for disposal of excess material.

12. Vacant.

13. Vacant.

14. Drainage and Erosion Control.

14.1 Maintaining Drainage.

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

Use existing culvert pipes and existing drainage channels to maintain existing surface drainage.

Dewatering

If dewatering or pumping is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Filter pumped water through a media such as washed stone or allow settling in a sedimentation basin with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the waterway or wetland. As part of the Erosion Control Implementation Plan (ECIP) submittal, supply all pertinent information and calculations used to determine the best management practice for dewatering at each location it is required.

Refer to the dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: <http://dnr.wi.gov/runoff/stormwater/techstds.htm>

The cost of all work and materials associated with water treatment and/or dewatering is incidental the Sedimentation Basin item.

14.2 Erosion Control.

Supplement standard spec 107.20 as follows:

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

Immediately re-topsoil graded areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas within five working days after placement of topsoil.

Restore as much disturbed area as possible or as directed by the engineer with topsoil, seeding, fertilizer, and mulching or erosion mat at the end of each construction season to minimize erosion due to spring melt. As directed by the engineer, stabilize areas that cannot be restored with permanent measures at the end of each construction season with the soil stabilizer item provided in the plan.

14.3 Temporary Ditch Checks.

Complete work in accordance to standard spec 628 and as herein provided. Erosion bales will not be allowed for construction of temporary ditch checks.

Delete standard spec 628.3.14(2) and replace it with the following:

- (2) Construct temporary ditch checks using a manufactured alternative from the PAL. Place temporary ditch checks across ditches at locations the plans show or as the engineer directs immediately after shaping the ditches or slopes. Excavate upstream sumps as the engineer directs.

Delete standard spec 628.4.17 and replace it with the following:

- (1) The department will measure Temporary Ditch Checks by the linear foot, acceptably completed.

14.4 Storm Sewer Backfill.

Replace standard spec 607.3.5(1) with the following:

- Backfill all trenches and excavations immediately after completing sewer construction as shown in the storm sewer backfill construction details of the plans. granular backfill material shall be selected material from excavation that is free from large lumps, clods, or rock. All other backfill material referenced in the storm sewer backfill construction details shall conform to standard spec 209 and standard spec305. Do not use “clean” stone as granular backfill.

Replace standard spec 607.5.1(1) with the following:

- Payment for the Storm Sewer Pipe bid items is full compensation for providing all materials, including all special Y's, mitered sections, elbows and connections required; for excavating and wasting excess material, except rock excavation; for providing and removing sheeting and shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing features; for providing granular backfill material, native material, base aggregate dense 1 1/4-

Inch material, including bedding material; for backfilling; for cleaning out; and absent the pertinent contract bid items, for restoring the work site.

14.5 Pipe Grates, Item 611.9800.S.

A Description

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

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

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	Each

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

611-010 (20030820)

14.6 Adjusting Tracer Wire Boxes, Item SPV.0060.008.

A Description

This work consists of adjusting existing tracer wire boxes to final grade.

B (Vacant)

C Construction

The top of the existing tracer access wire box shall be adjusted to match existing ground elevation in existing lawn areas and in paved surfaces.

Test the electrical continuity of adjusted boxes on the project under the observation of the Construction Manager. The contractor shall be responsible for all costs of any repairs that may be required to establish the electrical continuity of the tracer wire circuit.

D Measurement

The department will measure Adjusting Tracer Wire Boxes by each individual box, 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.0060.008	Adjusting Tracer Wire Boxes	Each

Payment is full compensation for adjusting tracer wire boxes, tracer circuit testing, and for repairs to establish electrical continuity of tracer wire circuit.

14.7 Sedimentation Basin, Item SPV.0060.150.

A Description

Design, supply and maintain a sedimentation basin used to de-water the culvert pipes or stormwater ponds.

B (Vacant)

C Construction

Design a sedimentation basin that is able to filter the contaminated water prior to discharging it back into the lake or adjacent drainage way. Wisconsin DNR has technical standard guidelines for sedimentation basin design. Maintain the sedimentation basin at regular intervals or as directed by the engineer.

D Measurement

The department will measure Sedimentation Basin as each individual basin, 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.0060.150	Sedimentation Basin	Each

Payment is full compensation for design and approval; furnishing and maintaining each basin; for any polymers required to achieve performance standards; and for removal of the basin.

14.8 Tracer Wire, Item SPV.0090.002.

A Description

Tracer wire shall be installed on all non-conductive sanitary sewer pipe, lateral pipe, storm sewer pipe, inlet lead pipe, mini-storm sewer pipe, and underdrain pipe to be constructed or relaid.

B Materials

Tracer wire shall be a continuous, single-strand #12 AWG copper wire with a continuous coating of polyethylene insulation suitable for direct burial in wet locations. Tracer wire on sanitary sewer and laterals shall have green colored insulation. Tracer wire on storm sewer, storm sewer laterals, inlet lead, mini-storm sewer, and underdrain pipe shall have brown colored insulation.

The top of the existing tracer access wire box shall be adjusted to match existing ground elevation in existing lawn areas and in paved surfaces.

C Construction

1. General

Tracer wire main run shall be continuous from manhole to manhole. Branch tracer wire splice connections shall be a typical Western Union-type solder splice made by stripping the coating off the main run tracer wire and then tightly wrapping the branch tracer wire around the main run tracer wire a minimum of 8 times. Both wire splices would then be soldered with a self-flux, 50-50 rosin core solder and tightly wrapped with 1 ½" wide by 3.2mm 3M Scotchfill™ electrical insulation tape, or equivalent, then coated with 3M Scotchkote™ electrical coating, or equivalent so that no copper wire is exposed. A Klein™ stripping tool shall be used to remove the plastic coating on the wire. The contractor shall be responsible to have all the correct types of tools necessary to install the tracer wire materials as specified above and to ensure that the tools are in good working order.

The tracer wire shall be securely attached to the top of all non-conductive sewer pipes specified above, within 6 inches of each end of the pipe, and at equally spaced locations with a maximum spacing of 6 feet. Any exposed copper wire shall be sealed and covered with materials approved by the engineer.

Tracer wire at the downstream end of any lateral or lead that connects directly to the sewer main shall be connected to the tracer wire on the sewer main using a branch connection splice or a slip bolt. The slip bolt shall be brass with an 8 solid capacity. The splice shall then be tightly wrapped with 1-1/2" wide by 3.2 mm electrical insulation tape, or equivalent, then coated with 3M Scotchkote™ electrical coating, or equivalent, so that no copper wire is exposed.

The tracer wire shall be brought up the outside of each manhole and inserted into the manhole through the pick hole in the cone of the structure. If the cone has no pick holes, the contractor may saw a small notch in the top of the cone for tracer wire placement. The

tracer wire shall then be attached to the inside of the structure, within 4 inches below the top of the cone using a method approved by the engineer. The tracer wire shall have 2 feet of excess wire to allow for future adjustment.

Tracer wire at the upstream end of an inlet lead shall be brought around the back of the storm sewer inlet structure and inserted a minimum of 6 inches into the storm inlet through the curb head of the inlet casting. The tracer wire shall have an 18 inch loop at the back of the inlet structure to allow for future adjustment.

2. Laterals

Existing Lawn or Paved Terrace Area

In areas where the main line pipe has tracer wire, tracer wire at the upstream end of a lateral shall be securely attached to the end of the pipe using a method approved by the engineer, with a minimum of 2 feet of excess wire.

In areas where the main line pipe has no tracer wire and the lateral from the house has no existing tracer wire, tracer wire at the up-stream end of a lateral shall be brought to the surface at the end of the pipe installation and securely attached to a tracer wire box as specified by the manufacturer. The top of the tracer access wire box shall be placed at existing ground elevation in existing lawn areas and in paved surfaces. It will be the responsibility of the following pavement contractor to make final adjustments.

3. Tracer Wire Circuit Testing

After all sewer pipes have been installed on the project, the contractor shall test the electrical continuity of all tracer wire installations on the project under the observation of the Construction Manager. The contractor shall be responsible for all costs of any repairs that may be required to establish the electrical continuity of the tracer wire circuit.

D Measurement

The department will measure Tracer Wire 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.0090.002	Tracer Wire	LF

Payment is full compensation for furnishing and installing tracer wire, tracer wire circuit testing, and for repairs to establish electrical continuity of tracer wire circuit.

14.9 Removing Pipe Underdrain, Item 204.9090.S.001.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Pipe Underdrain by the linear foot, acceptably completed, measured along the centerline of the pipe.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.001	Removing Pipe Underdrain	LF
• 0041005)		

15. Miscellaneous Concrete.

15.1 Concrete Sidewalk.

Supplement standard spec 602.3.2.5 as follows.

Saw all sidewalk joints where sidewalk is constructed greater than 6 feet wide.

15.2 Concrete Curb and Gutter Integral 24-Inch, Item SPV.0090.001.

A Description

This work consists of furnishing all materials and constructing a cast-in-place concrete curb and gutter in accordance to standard spec 601, and as hereinafter provided.

B Materials

Conform to standard spec 601.2.

C Construction

Conform to standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter Integral 24-Inch by the linear foot, acceptably completed, measured along the gutter flow line.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Concrete Curb and Gutter Integral 24-Inch	LF

Payment is full compensation conforming to standard spec 601.5.

15.3 Staining Concrete Brick, Item SPV.0165.001.

A Description

Furnish and apply a single coat concrete stain to the concrete surfaces of structures that have the running brick pattern as detailed in the plans, and as hereinafter provided.

B Materials

B.1 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department, as part of the finish system:

Tri-Sheen Acrylic by TK Products
TK-5272 Tri-Sheen Pigmented Stain
B-97-200 Series Concrete Stain by Sherwin Williams
(*Natural Look)

C Construction

Furnish, prepare, apply, cure and store all materials according to product manufacture directions specified for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining.

C.1 Preparation of Concrete Surfaces

Surfaces shall have the base color already applied before staining of the "brick areas can be completed. If the "brick" surface has not been coated with the base color do not apply the stain to the "brick" areas.

Prior to staining the "brick" areas, make sure all areas stained with the base color are clean and dry.

C.2 Staining Concrete Surfaces

Apply the stain in strict conformance with product manufacture requirements.

Apply the concrete stain when the temperature of the concrete surface is 45 degrees F or higher, or as given by the manufacturer.

The final color of the concrete following application of the stain system shall match the Sherwin Williams Color system. Sherwin Williams Color designation is for color only; all colors shall be a flat (lusterless) finish.

Accent Color 3	Rookwood Terra Cotta – SW 2803
Accent Color 4	Cajun Red – SW 0008
Accent Color 5	Meadow Lark – SW 7522

Brick surfaces shall be stained in a randomly mixed color arrangement. Stain 70% of the “brick” surface with Accent Color 3, 15% with Accent Color 4 and 15% with Accent Color 5. Leave all previously stained recessed “mortar” joints as the Base Color (Basket Beige).

Do not begin the staining the structure until adjacent operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.3 Test Areas

Prior to applying the stain to the structure, test applications shall be required on sample panels measuring 4 foot by 4 foot to demonstrate stain application and color mix. Test panels shall be delivered to the USH 41 field office (1940 Mason Street, Green Bay, WI 54303). Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure. Do not apply the stain to the structure until the department approves the test panels.

C.4 Surfaces to be Coated

Apply the concrete stain to the “brick” formed surfaces as shown on the plan.

D Measurement

The department will measure Staining Concrete Brick by the square 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.0165.001	Staining Concrete Brick	SF

Payment is full compensation for furnishing and applying the two-coat system; and for preparing the concrete surface and sample panels.

15.4 Colored Concrete 4-Inch, Item SPV.0180.001.

A Description

Construct colored concrete pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

B Materials

B.1 Concrete

Conform to standard spec 501 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix.

Match the concrete color to medium grey, Federal Standard 595 Color Server, FS color 30475.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of Portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

B.2 Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to AASHTO M 148, type 1.

B.3 Admixtures

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

B.4 Mix Approval

B.4.1 General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

B.4.2 Trial Batch

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 4-inch test panels using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by City of Green Bay representatives.

C Construction

Construct colored concrete in accordance to section 416 of the standard specifications and the standard special provision for QMP Concrete Ancillary and as herein provided.

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity and mechanical condition for the purposes intended. Repair, improve, replace or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.3 Placement

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

The final finish/texture shall be a medium broom finish.

Cure colored concrete in accordance to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

D Measurement

The department will measure Colored Concrete 4-Inch in accordance to standard spec 415.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Colored Concrete 4-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

15.5 Concrete Joint Sealer, Item SPV.0180.005.

A Description

Furnish and install joint sealer for concrete pavement and curb and gutter adjacent to concrete pavement as shown on the plans, and as hereinafter provided.

B Materials

Hot-poured elastic type joint sealer shall meet the requirements of the standard specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements Concrete Joint Sealer, Hot-Poured Elastic Type, ASTM Designation: D6690.

C Construction

Place joint sealer as shown on the plans and in accordance to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.

D Measurement

The department will measure Concrete Joint Sealer by the square yard of pavement sealed and acceptably completed. The sealing of curb and gutter is considered incidental to the Concrete Joint Sealer placed on the adjacent concrete pavement and no separate measurement will be made.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.005	Concrete Joint Sealer	SY

Payment is full compensation for providing all materials, and for placing materials.

16. Vacant.

17. Vacant.

18. Vacant.

19. Miscellaneous – Incidental Construction

19.1 Fence Safety, Item 616.0700.S.

A Description

This special provision describes furnishing and installing a plastic fence at locations shown on the plans and as hereinafter provided.

B Materials

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

616-030 (20070510)

19.2 Tall Fescue Seed, Item SPV.0085.150.

A Description

This special provision describes furnishing and installing a Tall Fescue Seeding at the locations shown on the plans and as hereinafter provided.

B.1 Materials

Provide Tall Fescue Seed of the following composition with species composed of Pure Live Seed (PLS) with no named or improved varieties unless specifically listed below:

Minimum three of the following species (70% by weight of seed blend):

- Fescue, Cayenne, endophyte enhanced
- Fescue, Crossfire II, endophyte enhanced
- Fescue, Titan LTD, endophyte enhanced
- Fescue, Blackwatch, endophyte enhanced
- Fescue, Grade II, endophyte enhanced

Equal amounts of each of the five following species (10% total by weight of seed blend):

- Purple Prairie Clover (*Dalea purpurea*)
- Pale Purple Coneflower (*Echinacea pallida*)
- Purple Coneflower (*Echinacea purpurea*)
- Ox Eye Sunflower (*Heliopsis helianthoides*)
- Black Eyed Susan (*Rudbeckia hirta*)

WisDOT Seed No. 40 in accordance to standard spec 630 (20% by weight of seed blend). Do not include temporary seed mixtures or nurse crops to the No. 40 blend.

All PLS seed shall be from nurseries specializing in growing native species. All seed shall be cold, dry stratified. Minimum percent purity shall be 96 percent.

Contractor shall provide seed blend to engineer for final review and approval and shall include, from seed vendor, certification of seed showing mix composition and a guarantee of germination and the following information: Scientific name of genus and species

(subspecies and variety as necessary) and guarantee that seeds are true to species, bulk weight of seed, PLS, supplier lot identification, calendar year in which seed was collected, seed origin (geographical location), seed supplier contact information including company name, address, phone number, contact person's name and e-mail address.

C Construction

Seeding shall occur between May 1 to September 15.

Topsoil will be provided under a separate bid item but contractor performing the seeding operations shall verify that sufficient topsoil has been provided both in terms of quality and quantity. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, stones larger than 2" in diameter, and/or any other construction refuse has been deposited within area to be seeded. If insufficient or contaminated topsoil is in place, notify engineer immediately and do not begin any seeding operations until any and all unsatisfactory conditions have been corrected.

Remove any and all undesirable vegetation that has germinated in area to be seeded in a method that will not adversely affect the installation of new seed.

Scarify soils that have become compacted during construction operations. Ensure aerated subgrades to a minimum depth of 8 inches are present before proceeding with seeding operations.

Moisten prepared area before seeding if soil is dry. Water thoroughly and allow surface to dry before seeding. Do not create muddy soil.

No seeding shall occur on frozen ground or at temperatures lower than 32 degrees F.

Seed Tall Fescue Seed Blend using Method A or Method B as outlined in standard spec 630 at a rate of 7 lbs/1000 sq. ft., or as recommended by seed supplier and approved by engineer.

D Measurement

The department will measure Tall Fescue Seed by the pound, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.150	Tall Fescue Seed	LB

Payment is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified and as needed; and for preparing the seed bed, sowing, covering and firming the seed; for furnishing and installing all materials, including but not limited to seed.

19.3 Survey Project 1133-04-80, Item SPV.0105.001; Survey Project 9202-08-76, Item SPV.0105.002.

A Description

Perform work according to standard spec 105.6 and 650 and as hereinafter modified.

Standard spec 105.6 and standard spec 650 are modified to define the requirements for construction staking for this contract.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, ponds, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

Delete standard spec 650.1.

B (Vacant)

C Construction

Survey required under this item shall be in accordance to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

D Measurement

The department will measure Survey Project (ID) as a single lump sum unit of work for survey, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Survey Project 1133-04-80	LS
SPV.0105.002	Survey Project 9202-08-76	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract. No additional payments will be made for restaking due to construction disturbance and knock-outs.

**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 2 (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 1 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

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

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

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

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

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone: _____
Fax: _____
Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to all Subcontractors. Within 10 calendar days of receipt by a contractor of a progress payment for work performed, materials furnished, or materials stockpiled by a subcontractor, the contractor shall pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.

The contractor agrees further to release retainage amounts to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. In addition, whenever the Department reduces the contract retainage amount, within 10 calendar days of receipt by a contractor of a retainage payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

The contractor shall pay the subcontractor within the time frames described above unless the contractor complies with both of the following within 10 calendar days of receiving the Department's progress payment:

- 1) The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
- 2) The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.

The contractor's request for approval should include the written notification to the subcontractor and shall provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor shall pay the subcontractor within 10 calendar days of the Department's decision.

All subcontracting agreements made by a contractor shall include the above provisions and shall be binding on all contractors and subcontractors.

The contractor certifies compliance with the requirements of this Additional Special Provision by signing the contract. This clause applies to both DBE and non-DBE subcontractors.

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

Make the following revisions to the 2013 edition of the standard specifications:

106.3.4.3.1 General

Replace paragraph two with the following effective with the November 2012 letting:

- (2) Required sampling and testing methodologies and documentation are specified in CMM chapter 8.
 - (3) If disputed, approval of materials and components, as well as acceptance of the work incorporating those materials or components, is subject to review under the QMP dispute resolution process.
-

107.17.3 Railroad Insurance Requirements

Replace the entire text with the following effective with the August 2012 letting:

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the department has accepted the work as specified in 105.11.2.4.
- (2) Provide railroad protective liability insurance coverage written as specified in 23 CFR part 646 subpart A. Provide a separate policy for each railroad owning tracks on the project. Ensure that the railroad protective liability insurance policies provide the following minimum limits of coverage:
 - 1. Coverage A, bodily injury liability and property damage liability; \$2 million per occurrence.
 - 2. Coverage B, physical damage to property liability; \$2 million per occurrence.
 - 3. An annual aggregate amount of \$6 million that shall apply separately to each policy renewal or extension.
- (3) Obtain coverage from insurance companies licensed to do business in Wisconsin that have an A.M. Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.
- (4) Submit the following to each railroad owning tracks on the project as evidence of that railroad's respective coverage:
 - 1. A certificate of insurance for the types and limits of insurance specified in 107.26.
 - 2. The railroad protective liability insurance policy or other acceptable documentation to the railroad company.
- (5) Submit the following to the region as evidence of the required coverage:
 - 1. A copy of the letter to the railroad company transmitting the submittal documents specified in 107.17.3(4).
 - 2. A certificate of insurance for the required railroad protective liability coverages.
- (6) Do not begin work on the right of way or premises of the railroad company until the region receives the submittals specified in 107.17.3(5) and notification from the railroad company that the contractor has provided sufficient insurance information to begin work.
- (7) Notify the railroad and the region immediately upon cancellation or initiating cancellation, whichever is earlier, or any material change in coverage. Cease operations within 50 feet of the railroad right of way immediately if insurance is cancelled or reduced. Do not resume operations until the required coverage is in force.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph four with the following effective with the December 2012 letting:

- (4) The department will randomly test each design mixture at the following minimum frequency:
- FOR TONNAGES TOTALING:
- Less than 501 tons no tests required
- From 501 to 5,000 tons..... one test
- More than 5,000 tons..... add one test for each additional 5,000-ton increment

501.2.1 Portland Cement

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Use cement conforming to ASTM specifications as follows:
- Type I portland cement; ASTM C150.
 - Type II portland cement; ASTM C150.
 - Type III portland cement; ASTM C150, for high early strength.
 - Type IP portland-pozzolan cement; ASTM C595, except maximum loss on ignition is 2.0 percent.
 - Type IS portland blast-furnace slag cement; ASTM C595.
 - Type IL portland-limestone cement; ASTM C595, except maximum nominal limestone content is 10 percent with no individual test result exceeding 12.0 percent.

501.2.5.5 Sampling and Testing

Replace the entire text with the following effective with the January 2013 letting:

- (1) Sample and test aggregates for concrete according to the following:
- | | |
|--|---------------------------|
| Sampling aggregates | AASHTO T2 |
| Lightweight pieces in aggregate | AASHTO T113 |
| Material finer than No. 200 sieve | AASHTO T11 |
| Unit weight of aggregate | AASHTO T19 |
| Organic impurities in sands | AASHTO T21 |
| Sieve analysis of aggregates | AASHTO T27 |
| Effect of organic impurities in fine aggregate | AASHTO T71 |
| Los Angeles abrasion of coarse aggregate | AASHTO T96 |
| Freeze-thaw soundness of coarse aggregate..... | AASHTO T103 |
| Sodium sulfate soundness of aggregates | AASHTO T104 |
| Specific gravity and absorption of fine aggregate | AASHTO T84 |
| Specific gravity and absorption of coarse aggregate | AASHTO T85 |
| Flat & elongated pieces based on a 3:1 ratio..... | ASTM D4791 ^[1] |
| Sampling fresh concrete | AASHTO R60 |
| Making and curing concrete compressive strength test specimens | AASHTO T23 |
| Compressive strength of molded concrete cylinders | AASHTO T22 |

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

501.2.6 Fly Ash

Replace paragraph three with the following effective with the March 2013 letting:

- (3) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.

501.3.1.1.1 Air-Entrained Concrete

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Prepare air-entrained concrete with type I, IL, II, IS, or IP portland cement and sufficient air-entraining admixture to produce concrete with the air content specified in 501.3.2.4.

503.2.2 Concrete

Replace paragraph five with the following effective with the March 2013 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, , IP, II, or III portland cement. The contractor may replace up to 30 percent of type I, IL, II, or III portland cement with an equal weight of fly ash, slag, or a combination of fly ash and slag, except for prestressed box girders and slabs, the contractor shall replace 20-30 percent of the cement with fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.6 and slag conforms to 501.2.7. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.2 for air-entrained concrete. Use only size No. 1 coarse aggregate conforming to 501.2.5.4.

506.3.22 Shop Inspection

Replace paragraph one with the following effective with the July 2010 letting:

- (1) The engineer or an independent inspection agency under department contract may inspect all structural steel and miscellaneous metals furnished. The department will provide the contractor with monthly consultant inspection invoices and identify any quality deficiencies at the fabrication facility.

506.5 Payment

Add paragraph nine as follows effective with the June 2010 letting:

- (9) The department will limit costs for inspections conducted under 506.3.2 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

507.2.2.1 General

Replace paragraph four with the following effective with the December 2012 letting:

- (4) Ensure that there are no unsound knots or knot holes. Also ensure that there are no tight knots of a diameter exceeding one-quarter of the greater dimension at the point where they occur. Measure a knot by taking its diameter at right angles to the length of the timber. Ensure that the sum of sizes of all knots in any one-foot length does not exceed 2 times the size of the largest allowed single knot. The engineer will treat cluster knots as if they were a single knot. A cluster knot is 2 or more knots grouped together, with the fibers of the wood deflected around the entire unit.

512.3.1 Driving and Cutting Off

Replace the entire text with the following effective with the December 2012 letting:

512.3.1.1 General

- (1) Coordinate driving operations to prevent damage or displacement of concrete in substructure units or damage to adjacent facilities due to vibrations.
- (2) Drive sheeting with a variation of 1/4 inch or less per foot from the vertical or from the batter the plans show. Ensure that the sheetpiles are within 6 inches of the plan position after driving. Do not damage sheetpiles attempting to correct for misalignment.

- (3) Remove and replace, or otherwise correct, sheetpiles the engineer deems unacceptable under 105.3. Submit details of planned corrections to the engineer for review and approval before initiating any corrective actions.
- (4) Drive sheetpiles to or beyond the required tip elevation the plans show.

512.3.1.2 Driving System

- (1) Furnish a sheetpile driving system capable of driving the sheetpiles to the required minimum tip elevation the plans show.
- (2) The engineer may order the contractor to remove a pile driving system component from service if it causes insufficient energy transfer or damages the sheetpiles. Do not return a component to service until the engineer determines that it has been satisfactorily repaired or adjusted.
- (3) Drive sheetpiles with diesel, air, steam, gravity, hydraulic, or vibratory hammers.

512.3.1.3 Cut-Offs

- (1) Cut off sheetpiles at the elevations the plans show or as the engineer directs. Pile cut-offs become the property of the contractor. Dispose of cut-offs not incorporated into the work.

518.2.1 General

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Furnish portland cement and water as specified in 501.2. Unless the engineer allows an alternate, use either type I, IL, IS, , or IP portland cement.

526.3.3 Temporary Structures

Replace paragraphs two through four with the following effective with the January 2013 letting:

- (2) Inspect temporary structures conforming to the National Bridge Inspection Standards (NBIS) and the department's structure inspection manual before opening to traffic. Perform additional inspections, as the department's structure inspection manual requires, based on structure type and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the department's bureau of structures maintenance section. Ensure that a department-certified active team leader, listed online in the department's highway structures information system (HSIS), performs the inspections.
- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.4. Contractor-furnished materials remain the contractor's property upon removal.

614.2.5 Wood Posts and Offset Blocks

Retitle and replace the entire text with the following effective with the July 2012 letting:

614.2.5 Posts and Offset Blocks

614.2.5.1 Wood Posts and Offset Blocks

- (1) Furnish sawed posts and offset blocks of one of the following species:

Douglas fir	Southern pine	Ponderosa pine	Jack pine	White pine
Red pine	Western hemlock	Western larch	Hem-fir	Oak
- (2) Ensure that posts are the size the plans show and conform to the nominal and minimum dimensions tabulated in 507.2.2.3. The contractor does not have to surface the posts. Provide posts of the net length the plans show after setting and cut off.
- (3) Use stress graded posts rated at 1200 psi f_b or higher. Determine the stress grade rating for douglas fir, western larch, and southern pine as specified in 507.2.2.4.
- (4) For hem-fir, hemlock, red pine, white pine, jack pine, ponderosa pine, and oak conform to the following:

TABLE 614-1 PROPERTIES FOR WOOD POSTS AND BLOCKS

SPECIES			WESTERN HEMLOCK, HEM-FIR, RED PINE, WHITE PINE, JACK PINE, PONDEROSA PINE		OAK	
MAXIMUM SLOPE OF GRAIN			1 in 15		1 in 12	
NOMINAL WIDTH OF FACE			6"	8"	6"	8"
SHAKES, CHECKS, AND SPLITS	GREEN		1"	1 3/8"	2 3/8"	3 1/8"
	SEASONED		1 1/2"	2"	2 5/8"	3 1/2"
MAXIMUM WANE			1"	1 3/8"	1 1/8"	1 5/8"
MAXIMUM ALLOWABLE KNOTS	NARROW FACE	MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"	2 1/8"	2 3/8"
		END ^[1]	2 3/4"	3 1/4"	4 1/4"	4 3/4"
		SUM IN MIDDLE 1/2 OF LENGTH ^[2]	11"	13"	17"	19
	WIDE FACE	EDGE KNOT N MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"		
		EDGE KNOT AT END ^[1]	2 3/4" 7	3 1/4"		
		CENTERLINE	1 3/8"	1 7/8"	2 1/4"	2 7/8"
		SUM IN MIDDLE 1/2 OF LENGTH	5 1/2"	7 1/2"	9"	11 1/2"

^[1] But do not exceed the maximum allowable knot on the centerline of the wide face of the same piece.

^[2] But do not exceed 4 times the maximum allowable knot on the centerline of the wide face of the same piece.

- (5) Pressure treat posts and offset blocks as specified in 507.2.2.6. Use one of the oil-soluble preservatives or chromated copper arsenate conforming to 507.2.3. Use the same material for offset blocks and posts and treat material used in each continuous installation with the same type of preservative.

614.2.5.2 Steel Posts

- (1) Furnish steel posts conforming to AASHTO M270 Grade 36 and galvanized according to AASTHO M111.

614.2.5.3 Plastic Offset Blocks

- (1) Furnish plastic offset blocks from the department's approved products list.

614.3.1 General

Replace the entire text with the following effective with the July 2012 letting:

- (1) Paint the ends of cut-off galvanized posts, rail, bolts, cut or drilled surfaces of galvanized components, and areas of damaged zinc coating with 2 coats of zinc dust/zinc oxide paint. Clean the damaged and adjacent areas thoroughly before applying paint.
- (2) Apply 2 coats of wood preservative to cut surfaces of wood components. Use the same preservative originally used to treat that component or use a 2-percent solution of copper naphthenate conforming to AWWA Standard P8 or P36.

614.3.2.1 Installing Posts

Replace paragraph four with the following effective with the July 2012 letting:

- (4) Cut post tops to the finished elevation the plans show.

628.2.13 Rock Bags

Replace paragraph one with the following effective with the November 2012 letting:

- (1) Furnish rock bags made of a porous, ultraviolet resistant, high-density polyethylene or geotextile fabric that will retain 70% of its original strength after 500 hours of exposure according to ASTM D4355 and a minimum in-place filled size of 18-inches long by 12-inches wide by 6-inches high. Ensure that the fabric conforms to the following:

TEST REQUIREMENT	METHOD	VALUE
Minimum Tensile	ASTM D4632	
Machine direction		70 lb minimum
Cross direction		40 lb minimum
Elongation	ASTM D4632	
Machine direction		20% minimum
Cross direction		10 % min
Puncture	ASTM 4833	65 lbs minimum
Minimum Apparent Opening		0.0234 inches (No. 30 sieve)
Maximum Apparent Opening		0.0787 inches (No. 10 sieve)

639.2.1 General

Replace paragraph two with the following effective with the March 2013 letting:

- (2) For grout use fine aggregate conforming to 501.2.5.3 and type I, IL, IS, or IP portland cement.

649.3.1 General

Replace paragraphs three and four with the following effective with the March 2013 letting:

- (3) For pavements open to all traffic, apply centerline and no-passing barrier line markings as follows:
- On intermediate pavement layers, including milled surfaces, on the same day the pavement is placed or milled.
 - On the upper layer of pavement, on the same day the pavement is placed unless the contractor applies permanent marking on the same day the pavement is placed.

If weather conditions preclude same-day application, apply as soon as weather allows. Do not resume next-day construction operations until these markings are completed unless the engineer allows otherwise.

- (4) If required to apply no passing zone temporary pavement marking, reference the beginning and end of all existing no-passing barrier lines. Apply temporary no-passing barrier lines at those existing locations. If the contract contains the Locating No-Passing Zones bid item, relocate the no-passing zones as specified in section 648 for permanent marking.

701.4.2 Verification Testing

Replace paragraph two with the following effective with the December 2012 letting:

- (2) The department will sample randomly at locations independent of the contractor's QC tests and use separate equipment and laboratories. The department will conduct a minimum of one verification test for each 5 contractor QC tests unless specific QMP provisions specify otherwise.

715.2.3.1 Pavements

Replace paragraph two with the following effective with the March 2013 letting:

- (2) Provide a minimum cement content of 565 pounds per cubic yard, except if using type I, IL, or III portland cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2012 letting:

- (1) The department will perform verification testing as specified in 701.4.2 except as follows:
 - Air content, slump, and temperature: a minimum of 1 verification test per lot.
 - Compressive strength: a minimum of 1 verification test per lot.

Errata

Make the following corrections to the 2013 edition of the standard specifications:

102.12 Public Opening of Proposals

Correct 102.12(1) errata by changing htm to shtm in the web link.

- (1) The department will publicly open proposals at the time and place indicated in the notice to contractors. The department will post the total bid for each proposal on the Bid Express web site beginning at 9:30 AM except as specified in 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the department's HCCI web site.

<http://roadwaystandards.dot.wi.gov/hcci/bid-letting/index.shtm>

107.22 Contractor's Responsibility for Utility Facilities, Property, and Services

Correct errata by eliminating references to the department. Costs are determined by statute.

- (3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. Determine who is responsible for repair costs according to Wisconsin statutes 66.0831 and 182.0175(2).
-

204.3.2.2 Removing Items

Correct errata by changing the reference from 490.3.2 to 490.3.

- (5) Under the Removing Asphaltic Surface Milling bid item, remove and dispose of existing asphaltic pavement or surfacing by milling at the location and to the depth the plans show. Mill the asphaltic pavement or surfacing as specified for milling salvaged asphaltic pavement in 490.3.
-

501.2.9 Concrete Curing Materials.

Correct errata by changing AASHTO M171 to ASTM C171.

- (4) Furnish polyethylene-coated burlap conforming to ASTM C171 for white burlap-polyethylene sheets.
-

506.2.6.5.2 Pad Construction

Correct errata by changing ASTM A570 to ASTM A1011.

- (4) For the internal steel plates use rolled mild steel conforming to ASTM A36, or ASTM A1011 grade
-

512.3.3 Painting

Correct errata by changing 511.3.5 to 550.3.11.3.

- (1) Paint permanent steel sheet piling as specified for painting steel piling in 550.3.11.3.

513.2.2.8 Toggle BoltsCorrect errata by changing ASTM A570 to ASTM A1011.

- (1) Use toggle bolts made of steel, conforming to the plans. Make the assembly from the material specified below:

Toggle bolt and pin Cold finished steel heat-treated Brinell 311-363 ASTM A354.
 Toggle washer Hot rolled steel ASTM A1011. Manufacturer's standard washer.
 Spacer nut Grade 1213, ASTM A108. Cold finished steel heat-treated ASTM A325.

660.2.1 GeneralCorrect errata by changing section 511 to 550.

- (1) Furnish materials conforming to the following:

Concrete section 501
 Concrete bridges section 502
 Luminaires section 659
 Steel piling section 550
 Steel reinforcement..... section 505

660.3.2.3 Pile Type FoundationsCorrect errata by changing section 511 to 550.

- (1) Drive piles as specified in for steel piling in section 550.

701.3 Contractor TestingCorrect errata by updating AASHTO T141 to AASHTO R60 and changing AASHTO T309 to ASTM C1064.

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TABLE 701-2 TESTING STANDARDS

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 ^[1]
Sieve analysis of fine and coarse aggregate	AASHTO T27 ^[1]
Aggregate moisture	AASHTO T255 ^[1]
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 ^[2]
Concrete slump	AASHTO T119 ^[2]
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

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

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

ADDITIONAL SPECIAL PROVISION 7

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

US 41Corridor
EEO/AA Requirements for Contractors and Subcontractors
(OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS,
US DEPARTMENT OF LABOR)

1. Prime Contractor(s) and subcontractors awarded a construction contract in excess of \$10,000 at any tier for construction work under the contract shall comply with the requirements of Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212).
2. The contractor shall provide written notification to the District Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Dept. of Labor/ESA, 310 West Wisconsin Avenue, Suite 1115, Milwaukee, WI 53202 - phone: (414) 297-3822, fax: (414) 297-4038, within 10 working days of the award of any construction contract (subcontract) in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification shall include name, address and telephone number of the subcontractor, employer identification number (EIN), dollar amount of the contract, and the estimated starting and completion date. This notification provision applies to 2nd and 3rd tier subcontractors, etc. as well as the prime contractor.
3. The prime contractor and each subcontractor are required to complete a monthly Utilization Report. The report will include the total number of work hours broken out by construction trade and classification (supervisor, journey or apprentice), race and gender. The report will also include the number of employees within each trade and classification by race and gender. These reports will be entered into the Civil Rights Compliance System (CRCS) in accordance with WisDOT requirements. However, if USDOL is denied access to the CRCS, the contractor will be notified by USDOL. The contractor will then submit directly to USDOL at the address above, the Utilization Report and number of employees as described earlier in this paragraph.
4. The prime contractor and each subcontractor are to provide a list of employees who worked on this project by name, race, sex, trade, classification (foreman/supervisor, journey, apprentice, trainee), if the person was a TRANS grad, and date of hire into the prime or subcontractor's workforce. This will be sent to the U. S. Department of Labor, OFCCP when the last work hours are reported for the project by each contractor.
5. The Prime Contractor is required to appoint an EEO/Affirmative Action (EEO/AA) Manager for the project. Each subcontractor is required to appoint an EEO/AA Project Coordinator. The EEO/AA Manager shall have overall responsibility for the

monitoring of EEO/AA compliance by the prime contractor and by all subcontractors working on this project (for all construction work originated by the Prime Contractor).

6. The prime contractor shall establish a **Special Project Affirmative Action Oversight Committee (SPAAOC)** comprised of OFCCP, and other representatives from state/local Civil Rights Enforcement/Development Agencies, labor unions, community constituents representing minority and female groups and other government and non-government agencies as needed. The first meeting will be held as soon as possible prior to the start of the project. Thereafter, the SPAAOC shall meet periodically throughout the course of the contract to discuss EEO/AA issues.
7. A designated EEO representative of each contractor on the project must attend a technical assistance seminar sponsored by OFCCP to understand their obligations under Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212). If the contractor's EEO representative has attended an OFCCP technical assistance seminar during the previous 12 calendar months, they will be exempt from this requirement.
8. The EEO/AA goals (good faith effort) for this contract are:

Nation wide:	6.9% for Females of total work hours by trade
Brown County:	1.3% for Minorities of total work hours by trade
Winnebago County:	0.9% for Minorities of total work hours by trade

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2012

ADDITIONAL FEDERAL-AID PROVISIONS

BUY AMERICA

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these Buy America provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/hidden/ws4567.doc>

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
BROWN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2013

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	31.52	16.60	48.12
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	28.01	16.49	44.50
Fence Erector	28.00	4.50	32.50
Ironworker	28.03	21.97	50.00
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	23.62	9.07	32.69
Pavement Marking Operator	24.10	16.85	40.95
Piledriver	30.66	15.31	45.97
Roofer or Waterproofing	20.93	5.48	26.41
Teledata Technician or Installer	21.26	11.75	33.01
Tuckpointer, Caulker or Cleaner	23.41	14.51	37.92
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.35	14.21	47.56
Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.31	17.13	40.44
Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	27.77	19.90	47.67
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Pavement Marking Vehicle	23.99	14.70	38.69
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
LABORERS			
General Laborer	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	30.06	0.00	30.06
Landscaper	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	24.70	13.90	38.60
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	23.41	15.14	38.55

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22	19.90	54.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	33.96	19.90	53.86
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.67	19.90	53.57
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Fiber Optic Cable Equipment.	25.74	15.85	41.59
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

SUPERSEDES DECISION WI20070010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 1, 2013

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$26.92	13.45	<u>Truck Drivers:</u>		
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	27.02	13.45	1 & 2 Axles	23.16	17.13
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	27.07	13.45	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	23.31	17.13
Group 4: Line and Grade Specialist	27.27	13.45			
Group 5: Blaster and Powderman	27.12	13.45			
Group 6: Flagperson; Traffic Control	23.55	13.45			

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 4, 2013; Modification #1 dated February 1, 2013.

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.77	16.62
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	28.23	22.72
Cement Mason/Concrete Finisher	31.52	16.30
Electrician	See Page 3	
Line Construction		
Lineman	38.25	18.00
Heavy Equipment Operator	34.43	16.71
Equipment Operator	30.60	15.41
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	21.04	12.16
Painters	23.37	11.52
Well Drilling:		
Well Driller	16.52	3.70

SUPERSEDES DECISION WI20070010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 1, 2013

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$35.22	\$19.65	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$34.22	\$19.65
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer.	\$34.72	\$19.65	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$33.96	\$19.65
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$33.67	\$19.65
			Group 6: Off - road material hauler with or without ejector.....	\$27.77	\$19.65
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

STATE: Wisconsin
DECISION NUMBER: W1080010

DATE: February 1, 2013

<u>Rates</u>	<u>Benefits</u>
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Page 3 of 3

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130514027PROJECT(S):
1133-04-80
9202-08-76FEDERAL ID(S):
WISC 2013273
WISC 2013282

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 CONTRACT ITEMS

0010	108.4400 CPM PROGRESS SCHEDULE	EACH	1.000	.	.
0020	201.0120 CLEARING	ID	10.000	.	.
0030	201.0220 GRUBBING	ID	10.000	.	.
0040	203.0100 REMOVING SMALL PIPE CULVERTS	EACH	2.000	.	.
0050	204.0100 REMOVING PAVEMENT	SY	3,276.000	.	.
0060	204.0110 REMOVING ASPHALTIC SURFACE	SY	525.000	.	.
0070	204.0155 REMOVING CONCRETE SIDEWALK	SY	691.000	.	.
0080	204.0165 REMOVING GUARDRAIL	LF	415.000	.	.
0090	204.0180 REMOVING DELINEATORS AND MARKERS	EACH	1.000	.	.
0100	204.0210 REMOVING MANHOLES	EACH	1.000	.	.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130514027PROJECT(S):
1133-04-80
9202-08-76FEDERAL ID(S):
WISC 2013273
WISC 2013282

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0220 REMOVING INLETS	2.000				
	EACH		.		.	
0120	204.0245 REMOVING STORM SEWER (SIZE) 001. 12-INCH	26.000				
	LF		.		.	
0130	204.0245 REMOVING STORM SEWER (SIZE) 002. 24-INCH	165.000				
	LF		.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 003. 30-INCH	16.000				
	LF		.		.	
0150	204.9090.S REMOVING (ITEM DESCRIPTION) 001. PIPE UNDERDRAIN	21.000				
	LF		.		.	
0160	205.0100 EXCAVATION COMMON	5,533.000				
	CY		.		.	
0170	209.0100 BACKFILL GRANULAR	64.000				
	CY		.		.	
0180	211.0100 PREPARE FOUNDATION FOR ASPHALTIC PAVING (PROJECT) 002. PROJECT 9202-08-76	LUMP	LUMP			.
0190	211.0400 PREPARE FOUNDATION FOR ASPHALTIC SHOULDERS	6.000				
	STA		.		.	
0200	213.0100 FINISHING ROADWAY (PROJECT) 001. 1133-04-80	1.000				
	EACH		.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130514027PROJECT(S):
1133-04-80
9202-08-76FEDERAL ID(S):
WISC 2013273
WISC 2013282

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	213.0100 FINISHING ROADWAY (PROJECT) 002. PROJECT 9202-08-76	1.000 EACH	.		.	
0220	305.0110 BASE AGGREGATE DENSE 3/4-INCH	109.000 TON	.		.	
0230	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	2,737.000 TON	.		.	
0240	311.0110 BREAKER RUN	2,245.000 TON	.		.	
0250	415.0080 CONCRETE PAVEMENT 8-INCH	2,849.000 SY	.		.	
0260	416.0160 CONCRETE DRIVEWAY 6-INCH	161.000 SY	.		.	
0270	416.0620 DRILLED DOWEL BARS	90.000 EACH	.		.	
0280	455.0105 ASPHALTIC MATERIAL PG58-28	32.000 TON	.		.	
0290	455.0605 TACK COAT	70.000 GAL	.		.	
0300	460.1101 HMA PAVEMENT TYPE E-1	575.000 TON	.		.	
0310	460.2000 INCENTIVE DENSITY HMA PAVEMENT	370.000 DOL	1.00000		370.00	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130514027PROJECT(S):
1133-04-80
9202-08-76FEDERAL ID(S):
WISC 2013273
WISC 2013282

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	5.000 TON	.		.	
0330	520.0112 CULVERT PIPE CLASS III 12-INCH	20.000 LF	.		.	
0340	520.1012 APRON ENDWALLS FOR CULVERT PIPE 12-INCH	2.000 EACH	.		.	
0350	520.8000 CONCRETE COLLARS FOR PIPE	1.000 EACH	.		.	
0360	522.0524 CULVERT PIPE REINFORCED CONCRETE CLASS V 24-INCH	98.000 LF	.		.	
0370	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	4.000 EACH	.		.	
0380	524.0630 APRON ENDWALLS FOR CULVERT PIPE SALVAGED 30-INCH	1.000 EACH	.		.	
0390	602.0405 CONCRETE SIDEWALK 4-INCH	6,200.000 SF	.		.	
0400	606.0200 RIPRAP MEDIUM	39.000 CY	.		.	
0410	606.0300 RIPRAP HEAVY	32.000 CY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0420	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	96.000 LF	.		.	
0430	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	217.000 LF	.		.	
0440	611.0642 INLET COVERS TYPE MS	2.000 EACH	.		.	
0450	611.2005 MANHOLES 5-FT DIAMETER	1.000 EACH	.		.	
0460	611.2044 MANHOLES 4X4-FT	1.000 EACH	.		.	
0470	611.3004 INLETS 4-FT DIAMETER	2.000 EACH	.		.	
0480	611.3230 INLETS 2X3-FT	2.000 EACH	.		.	
0490	611.3902 INLETS MEDIAN 2 GRATE	1.000 EACH	.		.	
0500	611.9800.S PIPE GRATES	3.000 EACH	.		.	
0510	612.0206 PIPE UNDERDRAIN UNPERFORATED 6-INCH	48.000 LF	.		.	
0520	614.0396 GUARDRAIL MOW STRIP ASPHALT	60.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0530	614.2330 MGS GUARDRAIL 3 K	100.000 LF	.		.	
0540	614.2610 MGS GUARDRAIL TERMINAL EAT	2.000 EACH	.		.	
0550	616.0700.S FENCE SAFETY	1,240.000 LF	.		.	
0560	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 001. 1133-04-80	1.000 EACH	.		.	
0570	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 002. PROJECT 9202-08-76	1.000 EACH	.		.	
0580	619.1000 MOBILIZATION	1.000 EACH	.		.	
0590	624.0100 WATER	21.000 MGAL	.		.	
0600	625.0100 TOPSOIL	6,882.000 SY	.		.	
0610	625.0500 SALVAGED TOPSOIL	325.000 SY	.		.	
0620	627.0200 MULCHING	4,741.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0630	628.1504 SILT FENCE	1,275.000				
		LF	.		.	
0640	628.1520 SILT FENCE MAINTENANCE	1,275.000				
		LF	.		.	
0650	628.1905 MOBILIZATIONS EROSION CONTROL	5.000				
		EACH	.		.	
0660	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	4.000				
		EACH	.		.	
0670	628.2004 EROSION MAT CLASS I TYPE B	1,920.000				
		SY	.		.	
0680	628.2008 EROSION MAT URBAN CLASS I TYPE B	3,776.000				
		SY	.		.	
0690	628.7005 INLET PROTECTION TYPE A	6.000				
		EACH	.		.	
0700	628.7010 INLET PROTECTION TYPE B	2.000				
		EACH	.		.	
0710	628.7015 INLET PROTECTION TYPE C	9.000				
		EACH	.		.	
0720	628.7504 TEMPORARY DITCH CHECKS	265.000				
		LF	.		.	
0730	628.7555 CULVERT PIPE CHECKS	44.000				
		EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0740	628.7570 ROCK BAGS	100.000 EACH	.		.	
0750	629.0205 FERTILIZER TYPE A	3.400 CWT	.		.	
0760	629.0210 FERTILIZER TYPE B	1.000 CWT	.		.	
0770	630.0120 SEEDING MIXTURE NO. 20	7.000 LB	.		.	
0780	630.0140 SEEDING MIXTURE NO. 40	157.800 LB	.		.	
0790	630.0200 SEEDING TEMPORARY	20.700 LB	.		.	
0800	631.1000 SOD LAWN	603.000 SY	.		.	
0810	631.1100 SOD EROSION CONTROL	10.000 SY	.		.	
0820	633.5200 MARKERS CULVERT END	5.000 EACH	.		.	
0830	634.0612 POSTS WOOD 4X6-INCH X 12-FT	3.000 EACH	.		.	
0840	634.0614 POSTS WOOD 4X6-INCH X 14-FT	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0850	637.0202 SIGNS REFLECTIVE TYPE II	41.430 SF	.		.	
0860	638.2602 REMOVING SIGNS TYPE II	6.000 EACH	.		.	
0870	638.3000 REMOVING SMALL SIGN SUPPORTS	2.000 EACH	.		.	
0880	643.0100 TRAFFIC CONTROL (PROJECT) 001. 1133-04-80	1.000 EACH	.		.	
0890	643.0100 TRAFFIC CONTROL (PROJECT) 002. PROJECT 9202-08-76	1.000 EACH	.		.	
0900	643.0300 TRAFFIC CONTROL DRUMS	1,032.000 DAY	.		.	
0910	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	1,054.000 DAY	.		.	
0920	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	1,728.000 DAY	.		.	
0930	643.0900 TRAFFIC CONTROL SIGNS	831.000 DAY	.		.	
0940	645.0120 GEOTEXTILE FABRIC TYPE HR	155.000 SY	.		.	
0950	646.0106 PAVEMENT MARKING EPOXY 4-INCH	3,700.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0960	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	34.000 LF	.		.	
0970	690.0150 SAWING ASPHALT	99.000 LF	.		.	
0980	690.0250 SAWING CONCRETE	186.000 LF	.		.	
0990	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	656.000 DOL	1.00000		656.00	
1000	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	1,740.000 HRS	5.00000		8700.00	
1010	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	1,680.000 HRS	5.00000		8400.00	
1020	SPV.0035 SPECIAL 001. SALVAGED BALLAST	60.000 CY	.		.	
1030	SPV.0060 SPECIAL 001. ADJUSTING MANHOLE COVERS PROJECT ID 1133-04-80	5.000 EACH	.		.	
1040	SPV.0060 SPECIAL 003. ADJUSTING WATER SERVICE VALVES	2.000 EACH	.		.	
1050	SPV.0060 SPECIAL 004. MANHOLE COVERS TYPE GB	2.000 EACH	.		.	
1060	SPV.0060 SPECIAL 005. INLET COVERS TYPE H-S ENV	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1070	SPV.0060 SPECIAL 007. EXPOSING EXISTING UTILITY	1.000 EACH	.		.	
1080	SPV.0060 SPECIAL 008. ADJUSTING TRACER WIRE BOXES	3.000 EACH	.		.	
1090	SPV.0060 SPECIAL 150. SEDIMENTATION BASIN	1.000 EACH	.		.	
1100	SPV.0085 SPECIAL 150. TALL FESCUE SEED	5.000 LB	.		.	
1110	SPV.0090 SPECIAL 001. CONCRETE CURB & GUTTER INTEGRAL 24-INCH	1,250.000 LF	.		.	
1120	SPV.0090 SPECIAL 002. TRACER WIRE	48.000 LF	.		.	
1130	SPV.0105 SPECIAL 001. SURVEY PROJECT 1133-04-80	LUMP	LUMP		.	
1140	SPV.0105 SPECIAL 002. SURVEY PROJECT 9202-08-76	LUMP	LUMP		.	
1150	SPV.0165 SPECIAL 001. STAINING CONCRETE BRICK	1,780.000 SF	.		.	
1160	SPV.0180 SPECIAL 001. COLORED CONCRETE 4-INCH	537.000 SY	.		.	
1170	SPV.0180 SPECIAL 005. CONCRETE JOINT SEALER	2,849.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE