

HIGHWAY WORK PROPOSAL

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

Proposal Number:

13

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Ozaukee	1450-16-70	WISC 2013 355	North South Freeway STH 32 - N. Ozaukee County Line	I-43

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: June 11, 2013 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 5, 2014	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal DISC %	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(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 Grading, base aggregate, concrete pavement 11-inch, HMA pavement type E-1, concrete masonry and overlay, painting, beam guard, Structures B-45-33 Rehab, B-45-42 Rehab, B-45-45 Rehab, B-45-48 Rehab, B-45-49 Rehab, B-45-50 Rehab, B-45-51 Rehab, and B-45-57 Rehab, B-45-59 Rehab, B-45-64 Rehab, B-45-66 Rehab, permanent signing and marking, erosion control, traffic control, and Incidentals.	Notice of Award Dated	Date Guaranty Returned
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**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/engrserv/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.

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1450-16-70, North South Freeway, STH 32 to N. Ozaukee County Line, I-43, Ozaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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 (20110615)

2. Scope of Work.

The work under this contract shall consist of Grading, Base Aggregate Dense, Concrete Pavement 11-Inch, HMA Pavement, Type E-1, Steel Plate Beam Guard, Structures B-45-33 Rehab, B-45-42 Rehab, B-45-45 Rehab, B-45-48 Rehab, B-45-49 Rehab, B-45-50 Rehab, B-45-51 Rehab, and B-45-57 Rehab, B-45-59 Rehab, B-45-64 Rehab, B-45-66 Rehab, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

A General

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

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

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

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

Work will be suspended at 12:01 AM on November 21, 2013. Work will restart on or before April 1, 2014 based on a two week advanced notice written request by the Contractor subject to the approval of the engineer.

Interim Completion Date

All necessary work shall be completed on the mainline I-43 shoulder reconstruction areas, so that all HMA paving operations are completed prior to October 15, 2013.

Interim Completion Date

All necessary work shall be completed on Structure B-45-64 Rehab and Structure B-45-66 Rehab prior to 12:01 AM, September 1, 2013.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the necessary work on Structure B-45-64 Rehab and Structure B-45-66 Rehab prior to 12:01 AM September 1, 2013, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that construction activity remains after 12:01 AM, September 1, 2013. An entire calendar day will be charged for any period of time within a calendar day beyond 12:01 AM, September 1, 2013.

Interim Completion Date

All necessary work shall be completed on Structure B-45-33 Rehab, Structure B-45-42 Rehab, Structure B-45-45 Rehab, and Structure B-45-59 Rehab less the painting on B-45-45 and B-45-59 to reopen to traffic prior to 12:01 AM, November 21, 2013.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen Structure B-45-33 Rehab, Structure B-45-42 Rehab, Structure B-45-45 Rehab, and Structure B-45-59 Rehab to traffic prior to 12:01 AM November 21, 2013, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 21, 2013. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond November 21, 2013

Interim Completion Date

The contractor shall begin construction operations in 2014 and complete construction operations on Structure B-45-57 rehab to the stage necessary to reopen I-43 to 2 lanes of through traffic prior to 12:01 AM July 3, 2014. Complete all necessary work to reopen Structure B-45-57 Rehab includes: approach work, bridge, and all associated items.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen Structure B-45-57 Rehab to 2 lanes of through traffic prior to 12:01 AM July 3, 2014, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the roadway remains closed. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM July 3, 2014.

Interim Completion Date

The contractor shall begin construction operations in 2014 and complete construction operations on Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, and Structure B-45-51 Rehab to the stage necessary to reopen I-43 to 2 lanes of through traffic in each direction prior to 12:01 AM August 8, 2014. Complete all necessary work to reopen Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, and Structure B-45-51 Rehab including approach work, bridge, and all associated items except painting items. Painting items shall be completed by September 5, 2014.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, Structure B-45-51 Rehab to 2 lanes of through traffic prior to 12:01 AM August 8, 2014, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 8, 2014. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM, August 8, 2014.

Interim Completion Date

Complete construction operations and all remaining painting work on Structure B-45-45 Rehab and Structure B-45-59 Rehab to the stage necessary to reopen I-43 to 2 lanes of through traffic in each direction prior to 12:01 AM August 8, 2014.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen I-43 under B-45-45 Rehab and Structure B-45-59 Rehab to 2 lanes of through traffic prior to 12:01 AM August 8, 2014, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 8, 2014. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM, August 8, 2014.

The department will not grant time extensions to the interim completion dates specified above for the following:

1. Severe weather as specified in standard spec 108.10.2.2.
2. Labor disputes that are not industry wide.
3. Delays in material deliveries.

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

There shall be no instream disturbance of Sucker Creek as a result of construction activity under or for this contract, from March 1 to June 1 and from September 1 to January 1 of any year.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer.

Do not perform work on I-43 from 8 hours before kickoff to 6:00 AM the following day of all Green Bay Packer Home Games. It is the contactor's responsibility to check the Packer schedules.

4. Coordination for Reestablishing Survey Monument.

This special provision describes coordinating the reestablishment of the existing survey monument located on Structure B-45-59 Rehab and on the northeast approach to Structure B-45-45 Rehab according to the plans, as directed by the engineer, and as hereinafter provided.

Contractor must contact the engineer, Bob Dreblow (Ozaukee County Highway Commissioner), and the Southeastern Wisconsin Regional Planning Commission (SEWRPC), at least two weeks prior to work near any public survey monument. The contacts listed below will handle perpetuating the monument prior to construction and replacing it after the overlay and deck replacements are complete.

Contact Information:

Attn: Don Simon and John Washburn
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone: (262) 547-6721
Fax: (262) 547-1103
E-mail: sewrpc@sewrpc.org

Bob Dreblow (Ozaukee County Highway Commissioner)
410 S. Spring Street
Port Washington, WI 53074
Phone: (262) 238-8331
E-mail: bdreblow@co.ozaukee.wi.us

5. Traffic.

Construction Sequence –Substantially complete the construction sequence, unless herein provided, including the associated traffic control, as detailed in the Traffic Control/Construction Staging plans and as described herein.

2013

Mainline I-43 Stage 1 - Stage 1 is divided into two substages:

Stage 1A – Generally involves improving shoulder work and the median side and outside shoulders with HMA in preparation for the traffic shifts that will be put in place for Stage 1B and Stage 2.

I-43 will be open to traffic within the project limits. Work during stage 1A will be performed with a single lane in each direction during the off-peak hours noted below within the time frame of 9:30 AM Monday to Noon on Friday. The shoulders must be constructed to be even with this adjacent pavement prior to opening at noon each Friday, and shall be constructed to within 5” of finished grade prior to the finish of each work day.

Stage 1B and all other mainline stages will be completed in 2014.

Sauk Road – For work on Structure B-45-33, Sauk Road will be closed to traffic for the duration of construction. A detour route will not be posted.

North Woods Road – For work on Structure B-45-59, North Woods Road will be closed to traffic for the duration of construction. A detour route will not be posted.

CTH B – For work on Structure B-45-42, CTH B will be closed to traffic for the duration of construction. A detour route will not be posted.

STH 32 – For work on Structure B-45-45, STH 32 will be open to traffic at all times. STH 32 will be constructed in three main stages:

Stage 1: Stage 1 generally consists of the rehabilitation of the east half of the structure. Traffic will be reduced to one lane in each direction. Traffic will be shifted to the west while work is performed on the east.

Stage 2: Stage 2 generally consists of the rehabilitation of the west half of the structure. Traffic will be reduced to one lane in each direction. Traffic will be shifted to the east while work is performed on the west.

Stage 3: Stage 3 generally consists of the construction of the medians on and off the structure. Traffic will be reduced to one lane in each direction on the outside lanes.

I-43 – For work on Structures B-45-64 and B-45-66, I-43 will be open to traffic at all times. Shoulder closures will be utilized to complete this work.

All other single lane closures on I-43 shall be limited to off-peak hours as shown below.

2014

I-43 will be open to traffic within the project limits. Traffic will be reduced down to a single lane in each direction within the project limits at the following locations: I-43 over CTH LL, I-43 over Lake Drive, I-43 southbound over Jay Road, I-43 under North Woods Road, and I-43 under STH 32.

Mainline I-43 Stage 1 – Stage 1 is divided into two substages, Stage 1A and Stage 1B:

Stage 1A – Work included in Stage 1A is completed in 2013.

Stage 1B – Generally involves rehabilitation of the first half of Structures B-45-48, 49, 50, 51, and 57. Traffic will be reduced to one lane. Traffic will be shifted to the inside shoulder while work is performed on the outside lane.

Mainline I-43 Stage 2 – Generally involves rehabilitation of the second half of Structures B-45-48, 49, 50, 51, and 57. Traffic will be reduced to one lane. Traffic will be shifted to the outside shoulder while work is performed on the inside lane.

Mainline I-43 Stage 3 – Generally involves the construction of asphaltic shoulder rumble strips at all structures. All work during Stage 3 will be performed during Off-Peak hours with single lane closures.

Interchange Ramps Mainline I-43 Stages 1, 2, and 3 – interchange ramp traffic will be maintained at all interchanges within the project limits at all times.

CTH LL – For work on Structures B-45-48 and B-45-49, maintain traffic on CTH LL at all times. CTH LL may be reduced to one lane utilizing a flagging operation during work on the structures. During structure painting operation, CTH LL will be closed for the duration of this work. A detour route will be posted.

Lake Drive – For work on Structures B-45-50 and B-45-51, maintain traffic on Lake Drive at all times. Lake Drive may be reduced to one lane utilizing a flagging operation.

Jay Road – For work on Structure B-45-57, maintain traffic on Jay Road at all times. Jay Road may be reduced to one lane utilizing a flagging operation.

North Woods Road – For painting work on Structure B-45-59, I-43 may be reduced down to a single lane in each direction. The duration and location of the lane closures for painting shall be constructed with and will not extend beyond the completion of the structures over CTH LL, Lake Drive and Jay Road. Painting operations that do not require lane closures can also be completed in 2013, weather permitting.

STH 32 – For painting work on Structure B-45-45, I-43 may be reduced down to a single lane in each direction. The duration and location of the lane closures for painting shall be constructed with and will not extend beyond the completion of the structures over CTH LL, Lake Drive and Jay Road. Painting operations that do not require lane closures can also be completed in 2013, weather permitting.

All other single lane closures on I-43 shall be limited to off-peak hours as shown below.

2013/2014

If night time closures or lane shifts need to be utilized, they will follow the time restrictions listed below:

I-43, STH 32 to North County Line

Definitions

The following definitions shall apply to this segment:

Peak Hours:

South Bound IH-43

- 5:30 AM to 9:30 AM Monday, Tuesday, Wednesday, Thursday and Friday
- 11:00 AM to 4:00 PM Saturday
- 10:00 AM to 8:00 PM Sunday

North Bound IH-43

- 2:00 PM to 7:00 PM Monday, Tuesday, Wednesday, Thursday and Friday
- 12:00 PM to 8:00 PM Friday
- 9:00 AM to 4:00 PM Saturday

Off-Peak Hours:

South Bound IH-43

- 9:30 AM Monday to 5:30 AM Tuesday, 9:30 AM Tuesday to 5:30 AM Wednesday, 9:30 AM Wednesday to 5:30 AM Thursday, 9:30 AM Thursday to 5:30 AM Friday
- 9:30 AM Friday to 11:00 AM Saturday
- 4:00 PM Saturday to 10:00 AM Sunday
- 8:00 PM Sunday to 5:30 AM Monday

North Bound IH-43

- 7:00 PM Monday to 2:00 PM Tuesday, 7:00 PM Tuesday to 2:00 PM Wednesday, 7:00 PM Wednesday to 2:00 PM Thursday
- 7:00 PM Thursday to 12:00 PM Friday
- 8:00 PM Friday to 9:00 AM Saturday
- 4:00 PM Saturday to 2:00 PM Monday

Freeway Work Restrictions

No part of a traffic drum shall be within a live traffic lane. Lane closures shall be in accordance to the standard detail drawings (SDD) and have the approval of the engineer and the Regional Work Zone Engineer (262) 548-6730).

If the contractor fails to open all traffic lanes by specified times, then a reduction of \$750 for each 15-minute increment during which the traffic lane closure violation occurs will be made from monies due him. The department will administer interim liquidated damages for the road not being open to traffic under the Failing to Open Road to Traffic administrative item.

6. Holiday Work Restrictions.

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

- From noon Wednesday, July 3, 2013 to 6:00 AM Tuesday, July 9, 2013 for Independence Day;
- From noon Thursday, August 29, 2013 to 6:00 AM Tuesday, September 3, 2013 for Labor Day.
- From noon Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- From noon Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day.

7. Utilities.

This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)

There are underground and overhead facilities located within the project limits. There are utility adjustments required for the construction project noted below. Coordinate construction activities with a call to Diggers Hotline or by directly calling the utilities,

which have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities.

There may be underground facilities within the I-43 shoulder replacement and excavation below subgrade (EBS) areas that are not shown in the plans. The limits of this work should be adjusted as directed by the engineer to avoid these facilities. The contractor is responsible for locating these facilities by using Digger's Hotline, and should notify the engineer of any possible conflicts prior to excavation.

We Energies:

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been abandoned and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call We Energies 24 hour Dispatch lines to arrange verification.

We Energies Electric Dispatch: (800) 662-4797

We Energies Gas Dispatch: (800) 261-5325

We Energies – (Gas):

Contact Info:

Dan Sande

333 W. Everett Street

Milwaukee, WI 53203

Phone: (414) 221-4578

Email: dan.sande@we-energies.com

Field Contact

Paul Osmanski

500 S. 116th Street

West Allis, WI 53214

Phone: (414) 944-5796

Cell: (414) 315-1278

Structure B-45-33

We Energies has an existing gas facility that runs east to west attached along the southern half of the bridge deck.

We Energies plan to abandon the existing gas main and relocate new gas main by boring beneath I-43 to the south of Sauk Road. This work will be completed prior to the start of construction. The abandoned gas main will be handled by the contractor as noted within the contract documents. Work plans for Project 1450-16-70 are available from WisDOT. Contact Denise Rosenthal at (262) 548-8733.

Structure B-45-45

We Energies has an existing gas facility that runs north to south attached along the eastern half of the bridge deck.

We Energies plan to abandon the existing gas main and relocate new gas main by boring beneath I-43 to the north of STH 32. This work will be completed prior to the start of construction. The abandoned gas main will be handled by the contractor as noted within the contract documents. Work plans for Project 1450-16-70 are available from WisDOT. Contact Denise Rosenthal at (262) 548-8733.

We Energies – (Electric):**Contact Info:**

Dan Sande
333 W. Everett Street
Milwaukee, WI 53203
Phone: (414) 221-4578
Email: dan.sande@we-energies.com

Field Contact Info:

Al Schmitt
245 Sand Drive
West Bend, WI 53095
Phone: (414) 322-1824
Email: alan.schmitt@we-energies.com

Structure B-45-33

We Energies has overhead electric that runs east to west approximately 65' south of the centerline of Sauk Road.

Conflict is not anticipated with the deck replacement.

Structure B-45-42

We Energies has overhead electric that runs north to south along the east side approximately 50' from the centerline of CTH B.

Conflict is not anticipated with the deck overlay.

Structure B-45-45

We Energies has overhead electric that runs north to south off the west parapet along STH 32.

Conflict is not anticipated with the deck replacement.

Structure B-45-57

We Energies has overhead electric that runs east to west along the southern abutment over Jay Road.

Conflict is not anticipated with the deck overlay.

AT&T:

The contractor shall contact AT&T before removing any telephone duct facilities, to verify that they have been abandoned. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from AT&T. Contractor must coordinate with AT&T prior to removal of any facilities.

Contact Info:

Carol Coulliard
7721 W. Fond du Lac Ave.
Milwaukee, WI 53218
Phone: (414)-536-2992
Email: cw6735@att.com

Field Contact:

John Knapp
9016 W. Calumet Road
Milwaukee, WI 53224
Phone: (414)-678-7912
Email: jk1589@att.com

Structure B-45-45

AT&T has a telephone line attached to the under side of the bridge deck in the center of the western half of the structure.

AT&T plans to abandon their facilities and relocate the telephone line. This work will be completed during construction. The abandoned telephone duct package will be removed by the contractor as noted within the contract documents.

Structure B-45-59

AT&T has a telephone line attached to the underside of the bridge that runs north to south along the west side of North Woods Road.

AT&T plans to abandon their facilities and relocate the telephone line. This work will be completed during construction. The abandoned telephone duct package will be removed by the contractor as noted within the contract documents.

Time Warner Cable:**Contact Info:**

Lukas Lacrosse
1320 N. Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212
Phone: (414)-908-4766
Cell (414)-430-9321
Email: lukas.lacrosse@twcable.com

Structure B-45-33

Time Warner Cable has a buried cable that runs east to west approximately 60' south of the centerline of Sauk Road.

Conflict is not anticipated with the beam guard installation.

Centurylink:**Contact Info:**

Kevin Huff
W329 N4072 Lakeland Drive
Nashotah, WI 53058
Phone: (920)-960-6003

Structure B-45-33

Centurylink has three buried fiber optic lines that run north to south along the east side of CTH W.

Centurylink confirmed that the fiber optic is at a depth that it will not be in conflict with beam guard installation.

Frontier:**Contact Info:**

Robert Church
100 Communication Drive
Sun Prairie, WI 53590
Phone: (608)-839-1881

Structure B-45-64,66,57

Frontier facilities are located within the vicinity of B-45-64, B-45-66, and B-45-57.

Conflict is not anticipated with the wing replacements at B-45-64 and B-45-66 or the deck overlay at B-45-57.

PAETEC:**Contact Info:**

James Birkenheier
731 N. Jackson Street
Milwaukee, WI 53202
Phone: (414)-831-5252

Structure B-45-45

PAETEC has aerial facilities on We Energies poles that run north to south off the west parapet along STH 32.

Conflict is not anticipated with the deck replacement.

Port Washington Signals – TAPCO:**Contact Info:**

Rick Kline
5100 W. Brown Deer Road
Brown Deer, WI 53223
Phone: (414)-659-4504

Structure B-45-45

Port Washington has a signal at the intersection to the south of B-45-45 at the intersection of STH 32 and CTH LL. The signal will need to be coordinated during the temporary staging configurations. This work will be completed under the items “Temporary Traffic Signal Head Assembly and Cable and Temporary Vehicle Detection CTH LL Intersection”.

8. Other Contracts.

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

Project 1221-15-60, I-43 Bridge Painting, Sheboygan County. Under this contract Structure B-59-44 and B-45-47 will be painted over I-43. This project is scheduled for 2013 with completion in 2013. Coordination and weekly traffic control meetings may be required.

Additional projects may be under construction concurrently with the work items under this contract. Inquire with the department for any additional projects anticipated to be under construction in the project area or along proposed haul roads.

9. Erosion Control.

Supplement standard spec 107.20 (3) with the following:

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the pre-construction conference. Include methods for dust control throughout the project in the ECIP. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Limit topsoil exposure to 5 calendar days.

10. Dust Abatement

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

11. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

The Sucker Creek is classified as a navigable waterway.
107-060 (20040415)

12. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

Tim Petrick, License Number AII-111277, inspected Structures B-45-42, B-45-64, and B-45-66 for asbestos on June 10, 2009. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Steve Hoff, 262-548-6718

In accordance to NR447 and DHS159 ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Steve Hoff, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-45-42, CTH B over I-43
 - Site Address: Lat: 432430.00 Long: 875306.00 Section 20 Town 11N Range 22E, Town of Port Washington
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 38 years old.
 - Area: 9,990 SF of deck
-
- Site Name: Structure B-45-64, I-43 over Sucker Creek
 - Site Address: Lat: 432712.00 Long: 875024.00 Section 02 Town 11N Range 22E, Town of Port Washington
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262)-548-6718
 - Age: 38 years old.
 - Area: 10,275 SF of deck
-
- Site Name: Structure B-45-66, I-43 over Sucker Creek
 - Site Address: Lat: 432806.00 Long: 875018.00 Section 35 Town 12N Range 22E, Town of Belgium
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262)-548-6718
 - Age: 38 years old.
 - Area: 8,175 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

13. Removing Old Structure Station 40+00, Item 203.0200.01, Removing Old Structure Station 42'NB'+22.82, Item 203.0200.03.

Perform this work in accordance to section 203 of the standard specifications, as shown on the plans, and as hereinafter provided.

Damaging the girders may result in unacceptable delays in the construction of the new deck due to the accelerated construction schedule. The contractor shall take extra precautions to avoid damage to the girders and girder top flanges during deck removal.

14. Abatement of Asbestos Containing Material Structure B-45-33 Rehab, Item 203.0210.S.01, Structure B-45-45 Rehab, Item 203.0210.S.03, Structure B-45-48 Rehab, Item 203.0210.S.04, Structure B-45-49 Rehab, Item 203.0210.S.05, Structure B-45-50 Rehab, Item 203.0210.S.06, Structure B-45-51 Rehab, Item 203.0210.S.07, Structure B-45-57 Rehab, Item 203.0210.S.08, Structure B-45-59 Rehab, Item 203.0210.S.09.

A Description

This special provision describes abating asbestos containing material on structures in accordance to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

B (Vacant)

C Construction

Tim Petrick License Number AII-111277, inspected Structures B-45-33, B-45-45, B-45-48, B-45-49, B-45-50, B-45-51, B-45-57, and B-45-59 for asbestos on June 10, 2009. Regulated Asbestos Containing Material (RACM) was found on these structures in the following locations and quantities:

Structure	Location of Asbestos Containing Material	Category	Quantity of Asbestos Containing Material
B-45-33	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	130 LF
B-45-45	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	120 LF
B-45-48	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	120 LF
B-45-49	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	96 LF
B-45-50	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	96 LF
B-45-51	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	96 LF
B-45-57	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	72 LF
B-45-59	Gray Caulk in Parapet Expansion Joint	Cat II Non-Friable	200 LF

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Steve Hoff, P.E., (262)-548-6718. In accordance to NR447 and DHS159 , ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Steve Hoff, P.E., 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-45-33, Sauk Road over I-43
 - Site Address: Lat: 432206.00 Long: 875530 Section 36, Town 11N, Range 21E, Town of Saukville
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 40 years old.
 - Area: 9,793 SF of deck
-
- Site Name: Structure B-45-45, WIS 32 over I-43
 - Site Address: Lat: 432436.00 Long: 875212.00 Section 21 Town 11N, Range 22E, Town of Port Washington
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 38 years old.
 - Area: 27,763 SF of deck
-
- Site Name: Structure B-45-48, I-43 northbound over CTH LL
 - Site Address: Lat: 432600.00 Long: 875054.00 Section 10 Town 11N Range 22E, Town of Port Washington
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 38 years
 - Area: 10,192 SF of deck

- Site Name: Structure B-45-49, I-43 southbound over CTH LL
 - Site Address: Lat: 432606.00 Long: 875048.00 Section 10 Town 11N Range 22E, Town of Port Washington
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 38 years old.
 - Area: 9,600 SF of deck
-
- Site Name: Structure B-45-50, I-43 northbound over Lake Drive
 - Site Address: Lat: 432630.00 Long: 875030.00 Section 02, Town 11N, Range 22E, Town of Port Washington
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 38 years old.
 - Area: 6,092 SF of deck
-
- Site Name: Structure B-45-51, I-43 southbound over Lake Drive
 - Site Address: Lat: 432630.00 Long: 875030.00 Section 02, Town 11N, Range 22E, Town of Port Washington
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 38 years old.
 - Area: 6,092 SF of deck
-
- Site Name: Structure B-45-57, I-43 southbound over Jay Road
 - Site Address: Lat: 433254.00 Long: 874930.00 Section 02, Town 12N, Range 22E, Town of Belgium
 - Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
 - Contact: Steve Hoff, P.E.
 - Phone: (262) 548-6718
 - Age: 38 years old.
 - Area: 5,312 SF of deck

- Site Name: Structure B-45-59, North Woods Road over I-43
- Site Address: Lat: 432416.00 Long: 875514.00 Section 24, Town 11N, Range 21E, Town of Saukville
- Ownership Information: WisDOT Transportation Southeast Region, 141 NW. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Steve Hoff, P.E.
- Phone: (262) 548-6718
- Age: 38 years old.
- Area: 17,448 SF of deck

Insert the following paragraph in Section 6.g.:

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

D Measurement

The department will measure Abatement of Asbestos Containing Material Structure B-45-33 Rehab, Structure B-45-45 Rehab, Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, Structure B-45-51 Rehab, Structure B-45-57 Rehab, and Structure B-45-59 Rehab completed in accordance to the contract and accepted, as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0210.S.01	Abatement of Asbestos Containing Material Structure B-45-33 Rehab	LS
203.0210.S.03	Abatement of Asbestos Containing Material Structure B-45-45 Rehab	LS
203.0210.S.04	Abatement of Asbestos Containing Material Structure B-45-48 Rehab	LS
203.0210.S.05	Abatement of Asbestos Containing Material Structure B-45-49 Rehab	LS
203.0210.S.06	Abatement of Asbestos Containing Material Structure B-45-50 Rehab	LS
203.0210.S.07	Abatement of Asbestos Containing Material Structure B-45-51 Rehab	LS
203.0210.S.08	Abatement of Asbestos Containing Material Structure B-45-57 Rehab	LS
203.0210.S.09	Abatement of Asbestos Containing Material Structure B-45-59 Rehab	LS

Payment is full compensation for submitting necessary forms; removing all asbestos; properly disposing of all waste materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

203-005 (20120615)

- 15. Debris Containment Structure B-45-33 Rehab, Item 203.0225.S.01, Structure B-45-42 Rehab, Item 203.0225.S.02, Structure B-45-45 Rehab, Item 203.0225.S.03, Structure B-45-48 Rehab, Item 203.0225.S.04, Structure B-45-49 Rehab, Item 203.0225.S.05, Structure B-45-50 Rehab, Item 203.0225.S.06, Structure B-45-51 Rehab, Item 203.0225.S.07, Structure B-45-57 Rehab, Item 203.0225.S.08, Structure B-45-59 Rehab, Item 203.0225.S.09.**

A Description

This special provision describes providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. Using this containment system does not relieve the contractor of requirements under standard spec 107.17 and 107.19 or requirements under a US Army Corps of Engineers Section 404 Permit.

B (Vacant)

C Construction

Prior to starting work, submit a debris containment plan to the engineer for review. Incorporate engineer-requested modifications. Do not start work over I-43, CTH LL, Lake Drive, or Jay Road until the engineer approves the debris containment plan.

Maintain adequate protection throughout construction for people and property within the potential fall zone. Ensure that a containment system capable of protecting underlying facilities from falling construction debris is in place before beginning deck repair, parapet removal, or other operations that may generate debris.

D Measurement

The department will measure Debris Containment Structure B-45-33 Rehab, Structure B-45-42 Rehab, Structure B-45-45 Rehab, Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, Structure B-45-51 Rehab, Structure B-45-57 Rehab, and Structure B-45-59 Rehab as a single lump sum unit of work for each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.01	Debris Containment Structure B-45-33 Rehab	LS
203.0225.S.02	Debris Containment Structure B-45-42 Rehab	LS
203.0225.S.03	Debris Containment Structure B-45-45 Rehab	LS
203.0225.S.04	Debris Containment Structure B-45-48 Rehab	LS
203.0225.S.05	Debris Containment Structure B-45-49 Rehab	LS
203.0225.S.06	Debris Containment Structure B-45-50 Rehab	LS
203.0225.S.07	Debris Containment Structure B-45-51 Rehab	LS
203.0225.S.08	Debris Containment Structure B-45-57 Rehab	LS
203.0225.S.09	Debris Containment Structure B-45-59 Rehab	LS

Payment is full compensation for furnishing, installing, maintaining, and removing a debris containment system.

203-010 (20080902)

The items Debris Containment Structure B-45-42 Rehab, Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, Structure B-45-51 Rehab, Structure B-45-57 Rehab, and Structure B-45-59 Rehab will be measured and paid for if and only if there is full-depth deck repair on the span over I-43, CTH LL, Lake Drive, or Jay Road traffic.

16. Removing Pavement.

Perform this work in accordance to standard spec 204, as shown on the plans, and as hereinafter provided.

Remove existing concrete pavement in a manner that causes minimal disturbance to the underlying base material.

17. Temporary Shoring, Item 206.6000.S.**A Description**

This special provision describes designing and providing temporary shoring at locations the plans show.

B Materials**B.1 Shoring Design**

Provide a shoring design for each location where the plan requires temporary shoring. Have a professional engineer, registered in the State of Wisconsin and knowledgeable of the specific site conditions and requirements, verify the adequacy of the design. Submit one copy of each shoring design, signed and sealed by the same professional engineer verifying the design, to the engineer for incorporation into the permanent project record.

C Construction

Provide temporary shoring at each required location conforming to the design developed for that location.

Remove the shoring when it is no longer needed unless the engineer allows it to remain in place. Backfill the space that is excavated but not occupied by the new permanent construction conforming to standard spec 206.3.13.

D Measurement

The department will measure Temporary Shoring by the square foot, acceptably completed, at locations the plans show, measured as the area of exposed face in the plane of the shoring from the ground line in front of the shoring to a maximum of one foot above the retained grade. Shoring used for staged construction in multiple configurations without removal and reinstallation will be measured once based on the configuration with the largest area of exposed face.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
206.6000.S	Temporary Shoring	SF

Payment is full compensation for designing and providing shoring; for providing a signed and sealed copy of the design; and for backfilling and removing the shoring.

The department will not pay for temporary shoring, installed for contractor convenience that is not required in the plans.
206-005 (20110615)

18. 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)

19. Shaping Shoulders.

Supplement standard spec 305.3.4 with the following:

Work under this item includes the shaping of existing and new shoulder material under and behind the beam guard, to the lines and grades as shown in the plan cross sections, and the removal of any excess material as directed by the engineer.

20. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements, bridges, approaches, and railroad crossings. Roundabouts, and pavements within 150 feet of the points of curvature of roundabout intersections, are excluded from the testing requirements of this provision.

- (3) Pavements that are excluded from localized roughness according to C.5.2(1), bridges, and roundabout intersections are subject to engineer-directed straightedging according to the standard specifications. All other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-construction conference. 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 all quality control personnel.
 - 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 - 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process.
 - 4. The evaluation process that will be used to make improvements to the construction operations if poor ride quality is found during the process control testing.
 - 5. The methods that will be used to ensure a smooth pavement transition when matching into existing surfaces such as bridges, bridge approaches, or railroad crossings.
 - 6. The segment locations of each profile run used for acceptance testing.
 - 7. The approximate timing of acceptance testing in relation to the paving operations.

C.2 Personnel

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and document the results using the methods taught in the HTCP profiling course.

C.3 Equipment

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface. Calibrate the profiler according to the manufacturer's recommendations. Provide the engineer with a copy of the most recent calibration results, signed by the certified profiler operator.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer prior to performing the calibration verification. If the engineer requests, arrange to have the engineer observe

the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

C.4 Testing

C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters listed on the department's ride web site.

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.
- (5) The department will categorize each standard or partial segment as follows:

Segments with a Posted Speed Limit of 55 MPH or Greater	
Category	Description
HMA I	Asphalt pavement with multiple opportunities to achieve a smooth ride. The following operations performed under this contract are considered as opportunities: a layer of HMA, a leveling or wedging layer of HMA, and diamond grinding or milling of the underlying pavement surface.
HMA II	Asphalt pavement with a single opportunity to achieve a smooth ride.
HMA III	Asphalt pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii.
PCC II	Concrete pavement including all gaps.
PCC III	Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii.

Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH	
Category	Description
HMA IV	Asphalt pavement including intersections, bridges, approaches, and railroad crossings.
PCC IV	Concrete pavement including gaps, intersections, bridges, approaches, and railroad crossings.

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A certified HTCP profiler technician will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Within 5 business days after completing a final acceptance profile run, submit a copy of the ProVAL smoothness assurance report showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 175 in/mile. The ProVAL software and department-specified inputs are available on the department's web site:
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness and the locations of individual features including construction joints, structure limits, design features, utility fixtures, and other features that might affect the department's evaluation of ride quality. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ERD files for each

profiler acceptance run. Submit profile data using the department's Materials Reporting System (MRS) software available on the department's web site:

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

C.5 Corrective Actions

C.5.1 General

- (1) Correct the ride as the engineer directs. The department will independently assess whether a repair will help or hurt the long-term pavement performance and/or public perception of the ride before deciding on corrective action.

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones and will compensate the contractor for the extra work.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness that exceed an IRI of 175 in/mile and do one of the following for each location:
 1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

Localized Roughness IRI (in/mile)	Pay Reduction^[1] (dollars)
> 175	(Length in Feet) x (IRI – 175)

^[1] A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.

- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL smoothness assurance report for the corrected areas to validate the results.

C.5.3 Corrective Actions for Excessive IRI

- (1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:

HMA I:	Correct to an IRI of 60 in/mile using whichever of the following methods the engineer directs: Mill and replace the full lane width of the riding surface excluding the paved shoulder. Correct the full lane width using techniques approved by the engineer.
HMA II:	Correct to an IRI of 85 in/mile using whichever of the following methods the engineer directs: Mill and replace the full lane width of the riding surface excluding the paved shoulder. Correct the full lane width using techniques approved by the engineer.
PCC II:	Correct to an IRI of 85 in/mile using whichever of the following methods the engineer directs: Continuous diamond grinding of the full lane width of the riding surface including adjustment of the paved shoulders Correct the full lane width using techniques approved by the engineer.
- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Submit a revised ProVAL smoothness assurance report for the corrected areas to validate the results. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 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 testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, 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 tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

D Measurement

- (1) The department will measure Incentive IRI Ride by the dollar, adjusted as specified in E.2.

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract.

E.2 Pay Adjustment

- (1) The department will pay incentive for ride under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment before any corrective action is taken. The department will base disincentives on the IRI after correction for pavement meeting the following conditions:
 - All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
 - HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
 - Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.
- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.03” as follows:

HMA I	
Initial IRI (inches/mile)	Pay Adjustment ^[1] (dollars per standard segment)
< 30	250
≥ 30 to < 35	1750 – (50 x IRI)
≥ 35 to < 60	0
≥ 60 to < 75	1000 – (50/3 x IRI)
≥ 75	-250

HMA II and PCC II	
Initial IRI (inches/mile)	Pay Adjustment^{[1][2]} (dollars per standard segment)
< 50	250
≥ 50 to < 55	2750 – (50 x IRI)
≥ 55 to < 85	0
≥ 85 to < 100	(4250/3) – (50/3 x IRI)
≥ 100	-250

HMA IV and PCC IV	
Initial IRI (inches/mile)	Pay Adjustment^{[1][2]} (dollars per standard segment)
< 50	250
≥ 50 to < 75	750 – (10 x IRI)
≥ 75	0

^[1] If the engineer directs placing upper layer asphaltic mixtures between October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.

^[2] If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.

(7) The department will prorate the pay adjustment for partial segments based on their length.

440-010 (20100709)

21. Expansion Device, Structure B-45-33 Rehab, Structure B-45-45 Rehab, Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, Structure B-45-51 Rehab, Structure B-45-59 Rehab.

A Description

This special provision describes furnishing and installing an expansion device in accordance to standard spec 502, as shown on the plans, and as hereinafter provided.

B Materials

The minimum thickness of the polychloroprene strip seal shall be ¼-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. 212°F	45%	ASTM D471
Mass Change, max.		

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

Manufacturer	Model Number Strip Seal Gland Size*		
	4-Inch	5-Inch	6-Inch
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman Acme	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400	-----	-----

*Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as shown on the plans.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied, and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.

502-020 (20110615)

22. **Bearing Replacement Structure B-45-33 Rehab, Item 506.7000.S.01, Structure B-45-45 Rehab, Item 506.7000.S.03, Structure B-45-48 Rehab, Item 506.7000.S.04, Structure B-45-49 Rehab, Item 506.7000.S.05, Structure B-45-50 Rehab, Item 506.7000.S.06, Structure B-45-51 Rehab, Item 506.7000.S.07, Structure B-45-59 Rehab, Item 506.7000.S.09.**

A Description

This special provision describes raising the girders, removing the existing bearings, cleaning the existing steel girders at the bearings, or the existing prestressed concrete girder embedded anchor plates and furnishing, placing, and painting new bearings as shown on the plans and as hereinafter provided.

B Materials

Furnish a complete epoxy coating system from the department's approved product list. The color of epoxy shall be white and the urethane coating material shall be gray #26293 in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, and the minimum drying time for field applied coats.

C Construction

Raise the structure's girders and remove the existing bearings. Remove existing anchor bolts to 2 inches below the finished concrete bearing seats. Fill anchor bolt and bearing seat voids with a non-shrink grout approved by the engineer.

Remove rust from the existing steel girder bottom flange plates or the existing prestressed concrete girder embedded anchor plates by wire brushing, grinding or other mechanical means.

Furnish and place new bearings as shown in the plans. Elastomeric bearings shall meet the requirements of standard spec 506. Provide minimum cover on laminated plates for elastomeric bearings as shown in the plans.

Paint the existing prestressed concrete girder embedded anchor plates and steel portions of the new bearings after completing all necessary field welding. Paint is to be field applied.

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them during replacement operations.

D Measurement

The department will measure Bearing Replacement Structure B-45-33 Rehab, Structure B-45-45 Rehab, Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-50 Rehab, Structure B-45-51 Rehab, and Structure B-45-59 Rehab by each individual bearing 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
506.7000.S.01	Bearing Replacement Structure B-45-33 Rehab	Each
506.7000.S.03	Bearing Replacement Structure B-45-45 Rehab	Each
506.7000.S.04	Bearing Replacement Structure B-45-48 Rehab	Each
506.7000.S.05	Bearing Replacement Structure B-45-49 Rehab	Each
506.7000.S.06	Bearing Replacement Structure B-45-50 Rehab	Each
506.7000.S.07	Bearing Replacement Structure B-45-51 Rehab	Each
506.7000.S.09	Bearing Replacement Structure B-45-59 Rehab	Each

Payment is full compensation for raising the bridge; removing the old bearings; removing anchor bolts; leveling of concrete bearing surface; cleaning of the existing steel girder bottom flanges or the existing prestressed concrete girder embedded anchor plates; furnishing and placing new bearings, including hold down devices where required; painting; and for resetting anchor bolts.

23. Removing Bearings, Structure B-45-42 Rehab, Item 506.7050.S.02.

A Description

This special provision describes raising the girders and removing the existing bearings, as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Raise the structure's girders and remove the existing bearings as shown in the plans

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them while the bearings are removed.

D Measurement

The department will measure Removing Bearings, Structure B-45-42 Rehab by the unit for each bearing removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
506.7050.S.02	Removing Bearings, Structure B-45-42 Rehab	Each

Payment is full compensation for raising the bridge; removing the old bearings.

Cost of furnishing and installing the bearings will be paid for under separate bid items.
506-035 (20030820)

24. Joint Repair.

For Structure B-45-42 Rehab, joint repair concrete shall be constructed and paid for as Concrete Masonry Bridges. For all other structures, joint repair concrete will be paid for as indicated in standard spec 509.

25. Structure Repainting General.

A General

A.1 Inspection

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

A.2 Date Painted

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

A.3 Graffiti Removal

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

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

B (Vacant)

C Construction

C.1 Repainting Methods

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

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

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

C.2 Inspection

Supplement standard spec 105.9 as follows:

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

517-005 (20030820)

26. Preparation and Coating of Top Flanges Structure B-45-33 Rehab, Item 517.0900.S.01, Structure B-45-45 Rehab, Item 517.0900.S.03.

A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

B (Vacant)

C Construction

In accordance to SSPC SP-10, blast clean to a near white finish the top surface and edges of the top flanges that have no paint on them, and paint them with one coat of an approved zinc rich primer. No collection of blast waste material is required.

In accordance to SSPC SP-2 or SP-3, clean all areas of rust and loose paint on the top surface and edges of the top flanges, which have paint on them, by wire brushing, grinding or other mechanical means. Wash the top surface and edges of the top flanges and give them one coat of an approved zinc-rich primer.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means as necessary and in accordance to SSPC SP-2, SP-3, or SP-11. Sound paint need not be removed with the exception of an area 12-inches on either side of hanger assembly centerlines. Clean this area to base metal in accordance to SSPC SP-10, or SP-11.

In accordance to SSPC SP-2, or SP-3, thoroughly clean by wire brushing, grinding or other mechanical means as necessary the surface area of exposed steel members that are to be imbedded in the new concrete, and wash and give one coat of an approved zinc rich primer to these areas.

Furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover the container(s) at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

D Measurement

The department will measure Preparation and Coating of Top Flanges Structure B-45-33 Rehab and Structure B-45-45 Rehab, completed in accordance to the contract and accepted, as a single complete unit of work for the structure.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.0900.S.01	Preparation and Coating of Top Flanges Structure B-45-33 Rehab	LS
517.0900.S.03	Preparation and Coating of Top Flanges Structure B-45-45 Rehab	LS

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

517-010 (20100709)

27. Structure Repainting Recycled Abrasive Structure B-45-45 Rehab, Item 517.1800.S.03, Structure B-45-48 Rehab, Item 517.1800.S.04, Structure B-45-49 Rehab, Item 517.1800.S.05, Structure B-45-59 Rehab, Item 517.1800.S.09.

A Description

This special provision describes surface preparation and painting of the metal surfaces in accordance to the manufacturer's recommendations and as hereinafter provided.

A.1 Areas to be Cleaned and Painted

All structural metal surfaces of:

- Structure B-45-45 Rehab 59,500 SF.
- Structure B-45-48 Rehab 15,600 SF.
- Structure B-45-49 Rehab 14,700 SF.
- Structure B-45-59 Rehab 35,200 SF.

Areas are approximate and given for informational purposes only.

B Materials

B.1 Coating System

Furnish a complete coating system from the department's approved list. The color for the finish coating material shall match the color number shown below in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

Finish Color: Federal Color 26293

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer to the engineer for approval.

C Construction

C.1 Surface Preparation

Prior to blast cleaning, solvent clean all surfaces to be coated in accordance to SSPC-SP1. A No. 10 Near White Blast Cleaning according to Steel Structures Painting Council Specification Ten will be required on all metal surfaces to be painted. Prime the same day all metal surfaces receiving a No. 10 blast or re-blast before application.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured with extra profile course Testex Replica Tape. Use a minimum air pressure for abrasive blasting, measured at the nozzle, of 90 psi.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and hand wipe the steel surfaces with a clean soft cloth. The airline used for surface preparation shall have an in-line water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces within the time recommended by the manufacturer.

C.2 Coating Application

Apply paint in accordance to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper technique and handling of that equipment.

Mix the paint or coatings in accordance to the manufacturer's directions to a smooth lump-free consistency. After mixing and during application, continuously stir the paint or coating under constant slow speed agitation by use of a jiffy mixer.

Prior to applying the prime coat, stripe with primer all edges, rivet and bolt heads, nuts and washers by either brush or spray application.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin in accordance to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of

any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%.

Paint thickness shall be as follows:

Dry Film Thickness	
Prime Coat	3 mils min.
Intermediate Coat	3 mils
Top Coat	3 mils

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement in accordance to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

D Measurement

The department will measure Structure Repainting Recycled Abrasive Structure B-45-45 Rehab, Structure B-45-48 Rehab, Structure B-45-49 Rehab, Structure B-45-59 Rehab, completed in accordance to the contract and accepted, as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1800.S.03	Structure Repainting Recycled Abrasive Structure B-45-45 Rehab	LS
517.1800.S.04	Structure Repainting Recycled Abrasive Structure B-45-48 Rehab	LS
517.1800.S.05	Structure Repainting Recycled Abrasive Structure B-45-49 Rehab	LS
517.1800.S.09	Structure Repainting Recycled Abrasive Structure B-45-59 Rehab	LS

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for providing the listed equipment.
517-050 (20050502)

28. Labeling and Disposal of Waste Material.

The EPA ID number for Structure B-45-45 Rehab is WIR000144097

The EPA ID number for Structure B-45-48 and B-45-49 Rehab is WIR000144105

The EPA ID number for Structure B-45-59 Rehab is WIR000144071

Presently, the state has an exclusive mandatory use contract with a private waste management contractor to transport and dispose of hazardous waste.

The state's waste management contractor shall furnish and deliver appropriate hazardous waste containers and site-specific labels to each bridge site. The provided containers shall be placed at pre-selected drop-off and pick-up points at each bridge site, and these locations shall be determined at the preconstruction conference. The custody of the containers and labels shall be the responsibility of the painting contractor while they are at the job site.

Report all reportable spills and discharges in accordance to the contingency plan.

Labels are site-specific. Check the labels to ensure that the project ID, structure number, and EPA ID match the structure generating the waste. Apply a label to each drum when it is opened for the first time. Fill in the date on the label the first day material is accumulated in the drum. The following page is an example of a properly filled-in label.

During paint removal operations, continuously monitor and notify the project inspector of the status of waste generation and quantity stored so that timely disposal can be arranged.
517-055 (20100709)

HAZARDOUS WASTE

WW-5257580999-001-01-0

STORAGE LABEL

DOT SHIPPING DESCRIPTION

RQ, HAZARDOUS WASTE, SOLID, n.o.s.,
(LEAD), 9, NA3077, III, (D008)

Enter the date that waste
materials were first placed
into the container

EPA CODE: E/D008 STATE: S

WIP#: 391498

WIP DESC: BRIDGE SAND WITH LEAD

DATE ACCUMULATED: 07/01/2005

HAZARDOUS WASTE – FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND,
CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY OR THE U.S.
ENVIRONMENTAL PROTECTION AGENCY.

WISC DOT BRIDGE # B-29-53/54

I-94 OVER CTH H

PROJECT # 5882-03-70

CAMP DOUGLAS, WI 54618

(608)963-0871

GENERATOR EPA ID
WIR000121103

Project Number on
label must match the
Project Number
assigned by the
WIDOT

Bridge Number and
Address on label
must match specific
bridge from which
waste was generated.

EPA ID Number on
label is specific to
the bridge from
which the waste is
generated.

29. Portable Decontamination Facility, Item 517.6001.S.

A Description

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

B Materials

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

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

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

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

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

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

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.6001.S	Portable Decontamination Facility	Each

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

517-060 (20050502)

30. Negative Pressure Containment and Collection of Waste Materials, Structure B-45-45 Rehab, Item 517.4500.S.03, Structure B-45-48 Rehab, Item 517.4500.S.04, Structure B-45-49 Rehab, Item 517.4500.S.05, Structure B-45-59 Rehab, Item 517.4500.S.09.

A Description

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and the labeling and storage of waste material in approved hazardous waste containers, all as hereinafter provided.

B (Vacant)

C Construction

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Where bulkheads are required, construct them of plywood and properly seal them. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as covered plywood, or of a combination of flexible and rigid materials. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be lined, either as part of the tarp system or have a separate plastic lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the work platform or barge where used for structures over water, and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment prior to operations or as approved by the engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate.

Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

As a safety factor for structures over water, provide for scum control. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

If in the use of floating boom devices the scum tends to collect at the devices, contain, collect, store the scum, and do not allow it to travel upstream or downstream beyond the devices. Remove the scum at least once a day or more often if needed.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal. Sand is not an acceptable abrasive.

D Measurement

The department will measure Negative Pressure Containment and Collection of Waste Materials (Structure), completed in accordance to the contract and accepted, as a single complete unit of work for each structure designated in the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.4500.S.03	Negative Pressure Containment and Collection of Waste Materials Structure B-45-45 Rehab	LS
517.4500.S.04	Negative Pressure Containment and Collection of Waste Materials Structure B-45-48 Rehab	LS
517.4500.S.05	Negative Pressure Containment and Collection of Waste Materials Structure B-45-49 Rehab	LS
517.4500.S.09	Negative Pressure Containment and Collection of Waste Materials Structure B-45-59 Rehab	LS

Payment is full compensation for designing, erecting, operating, maintaining, and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling, and for storing spent materials in provided hazardous waste containers. 517-065 (20101008)

31. Slope Paving Repair Crushed Aggregate, Item 604.9010.S.**A Description**

Furnish and place crushed aggregate slope paving where erosion has occurred, in accordance to standard spec 604, the plans, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Replace paragraph (1) of standard spec 604.3.2 with the following:

Place the crushed aggregate on the prepared foundation in areas where erosion has occurred. Shape and consolidate it using mechanical or hand methods to provide a stable, even and uniform surface.

D Measurement

The department will measure Slope Paving Repair Crushed Aggregate by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9010.S	Slope Paving Repair Crushed Aggregate	CY

Payment is full compensation for furnishing all excavating and backfilling required to prepare the foundation; disposing of surplus materials; providing, handling, placing, and consolidating the crushed aggregate; providing, handling, heating, and applying the

asphaltic material; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.
604-010 (20100709)

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

A Description

Seal the existing crushed aggregate slope paving in accordance to standard spec 604, as directed by the engineer, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

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

D Measurement

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

E Payment

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

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

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.
604-015 (20100709)

33. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary, acceptably completed in place, as units.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

611-006 (20030820)

34. Steel Plate Beam Guard.

When connecting new Steel Plate Beam Guard to existing guardrail, terminate the new beam guard with a new length of rail and new post. Drill holes into the existing rail and cut the existing rail as necessary to match the length of the new installation.

35. Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S.**A Description**

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking contrast tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

C Construction**C.1 General**

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of pavement marking contrast tape.

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

C.2 Groove Depth

Cut the groove to a depth of 120 mils $\pm$ 10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the tape.

C.4 Groove Position

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Tape Application

Apply the tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
 - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations..
 - Apply P-50 during October 1 to April 30, both dates inclusive. –
- For the remainder counties:
 - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking contrast tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-022 (20120615)

36. Portable Changeable Message Sign (PCMS) Cellular Communications, Item SPV.0045.01.

A Description

This special provision describes cellular communications requirements for use with PCMS. Cellular communication allows the department to control PCMS during incidents or other emergencies through Trans Suite software. The department will notify contractor of message changes.

B Materials

Provide a cellular modem and antenna that enables the department to communicate and control PCMS conforming to standard spec 643.2.7.

B.1 Cellular Modem and Antenna

Furnish an EV-DO Cellular modem registered to a 3G Cellular carrier. The cellular modem must include 1 or more external antennas, 1 or more 10/100 Ethernet ports, and 1 or more db9 Serial RS-232 interfaces. The device must be able to handle -30° C to +75° C and powered by a 12VDC power supply. The cellular modem must have a built-in secure router with NAT, port forwarding and IP pass-through capabilities.

Provide management IP and passwords for the cellular modem to the department.

Access includes IP address, serial port setting, and password(s). Antenna cable shall be continuous without splices. Mount the antenna at the highest practical location on the PCMS.

C Construction

Conform to standard spec 643.3.7. Install cellular modem in a lockable, weatherproof compartment in the PCMS trailer.

A minimum of 14 days prior to deployment, demonstrate to the department that the cellular modem is capable of communications with Trans Suite software.

If remote communications are interrupted or temporarily unavailable, contractor will be notified by the department to change the message.

D Measurement

The department will measure Portable Changeable Message Sign (PCMS) Cellular Communications by the day, acceptably completed, measured as the number of calendar days each cellular modem for PCMS is available for exclusive use under the contract. The department will deduct one day for each calendar day the sign communications are required but out of service for more than 2 hours.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Portable Changeable Message Sign (PCMS) Cellular Communications	DAY

Payment is full compensation for providing, operating and maintaining a cellular modem and antenna, and for making message changes if cellular communications are interrupted or temporarily unavailable.

37. Cleaning and Painting Bearings, Item SPV.0060.01.

A Description

This special provision describes cleaning and painting the existing steel bearings on structures as shown on the plans, as directed by the engineer, and in accordance to standard spec 517.

B Materials

Furnish a complete epoxy coating system from the department's approved product list. Use the same coating system for all repairs due to handling, shipping and erecting, and for all other uncoated areas. The color of epoxy shall be white, and the urethane coating material shall be gray #26293 in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

C Construction

C.1 Surface Preparation

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed.

After clean up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected.

Furnish adequate containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean up activities shall minimize dust. Store waste materials in hazardous waste containers provided by the department.

C.2 Coating Application

Apply paint in a neat, workmanlike manner, and in accordance to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

D Measurement

The department will measure Cleaning and Painting Bearings as each individual bearing, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Cleaning and Painting Bearings	Each

Payment is full compensation for preparing and cleaning the designated bearings; furnishing and applying the paint; cleaning up, and containing and collecting all waste materials.

38. Masonry Anchors Type S 1 1/2-Inch, Item SPV.0060.02.

Conform to standard spec 502.

Add the following Masonry Anchors bid item to standard spec 502.5.1:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Masonry Anchors Type S 1 1/2-Inch	Each

39. Temporary Inlet Casting, Item SPV.0060.03.**A Description**

The work under this item includes furnishing and placing a Temporary Inlet Casting, at the location as dictated in the plan set. The Temporary Inlet Casting shall be removed and become the property of the contractor after the removal.

B (Vacant)**C Construction**

Construct in conformance to the pertinent requirements in standard spec 611, and as hereinafter provided. Provide for a temporary inlet casting on top of the existing inlet. Include any adjustments necessary to get casting to the correct elevation in the unit price bid. Place and secure a traversable grate casting as approved by the engineer over the opening for the inlet. Place backfill in the excavated area, and grade to drain to the opening just created. Remove all debris from the storm sewer pipe caused during the removal operations.

D Measurement

The department will measure Temporary Inlet Casting, by each individual unit installed and 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.0060.03	Temporary Inlet Casting	Each

Payment is full compensation for furnishing all materials; excavation; saw cutting; for hauling and properly disposing of materials; for furnishing granular backfill; for backfilling; for removing; and for maintaining.

40. Salvaged Apron Endwalls for Underdrain Reinforced Concrete 4-Inch, Item SPV.0060.04.

A Description

This special provision describes excavating, removing, cleaning, transporting, and reinstalling existing concrete apron endwalls at new locations near the original locations or where the engineer directs.

B Materials

Re-use existing apron endwalls.

C Construction

Meet the pertinent requirements as set forth in standard spec 612.3.8 amended as follows: Re-install the existing Apron Endwalls for Underdrain Reinforced Concrete 4-Inch in accordance to the engineer's field instructions.

New locations typically will be near original locations, but elevations will vary. Location may change as directed by engineer. Attach new Pipe Underdrain 4-Inch lateral to the existing endwalls. The intended use is to provide enhanced drainage in gravel or breaker run relief trenches. Engineer may request that pipe underdrain 4-inch be extended beyond the 2' minimum shown on the typical section, further into the base course in low or wet areas. Do not place laterals where water in ditches will be at an elevation higher than the base course or breaker run beneath the shoulder or the roadway.

Meet the pertinent requirements as set forth in standard spec 612.3.5 amended as follows: Granular fill may consist of Base Aggregate Dense 1 1/4". Base Aggregate Dense 3/4", or Breaker Run, or as the engineer directs.

Install in accordance to the plan details for the intended use, as directed by the engineer in the field.

D Measurement

The department will measure Salvaged Apron Endwalls for Underdrain Reinforced Concrete 4-Inch 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.0060.04	Apron Endwalls for Underdrain Reinforced Concrete 4-Inch	Each

Payment for the item is full compensation for excavating and removing apron endwalls for underdrain from existing location, cleaning, any transporting; for any checking of elevations; for furnishing all excavating, including foundation or bed, and any associated dewatering; for placing apron endwall, including furnishing any necessary new bands; for providing and placing all foundation fill and all backfill; for maintaining temporary drainage; for disposing of surplus material; for replacing damaged installations; if required. The Base Aggregate Dense 1 1/4", Base Aggregate Dense 3/4", or Breaker Run items are paid separately as part of the roadway work and use of these materials for the Salvaged Apron Endwalls item is incidental to the Salvaged Apron Endwalls item.

41. Connecting 4-Inch Underdrain to Existing Concrete Inlet, Item SPV.0600.05.

A Description

This special provision describes excavating, drilling/coring, removing debris from the work, installing pipe underdrain, and backfilling at inlets in locations where the engineer directs. The intent is to provide positive drainage in the proposed pipe underdrain between the inlet and the base of the EBS backfill or base aggregate beneath the roadway shoulder.

B Materials

Furnish mortar conforming to standard spec 501.

C Construction

Install in accordance to the plan details for the intended use, as directed by the engineer in the field. Connect underdrain 4-inch to existing inlets where directed by the engineer. This typically will be at median EBS locations where the median ditch is flat and where an existing inlet is located nearby.

Provide an excavation adjacent to existing inlet structure large enough to complete the required work.

Core or drill a hole in sidewall of the existing inlet structure, of sufficient diameter to accommodate pipe underdrain 4-inch. Install pipe underdrain 4-inch the full thickness of the concrete inlet wall, plus 4-inches extending into the inlet box. Mortar the space between the pipe underdrain and the inside of the hole in the inlet wall. Place the hole at least 1 foot below the top of the inlet structure, or as directed by the engineer. Holes deeper than 1-foot may be required for positive drainage.

Backfill the excavation in lifts of 8 inches and compact each lift prior to placing the next lift, to prevent settlement of the material supporting the pipe underdrain, or settlement of the completed ground surface adjacent to the inlet.

Meet the pertinent requirements as set forth in standard spec 612.3.5 (2) amended as follows: The contractor may backfill pipe underdrain 4-inch at the inlet and within the right-of-way or freeway median beyond the roadway and shoulder limits, with suitable material from the trench or roadway excavation unless granular backfill is specified.

D Measurement

The department will measure Connecting 4-Inch Underdrain to Existing Concrete Inlet by each unit placed and accepted in accordance to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Connecting 4-Inch Underdrain to Existing Concrete Inlet	Each

Payment for the item is full compensation for excavating at the inlet, coring or drilling, cleaning, including removal of the concrete core from hole drilled in the wall of the inlet; for any checking of elevations; for any associated dewatering; for providing and placing mortar, providing and placing all backfill; for maintaining temporary drainage; and for disposing of surplus material. The Pipe Underdrain 4-inch, Base Aggregate Dense 1 1/4", Base Aggregate Dense 3/4", and/or Breaker Run items are paid separately as part of the roadway work and use of these materials for Connecting Pipe Underdrain 4-Inch to Existing Inlet are incidental to the Connecting Pipe Underdrain 4-Inch to Existing Inlet bid item.

42. Cleaning Parapets, Item SPV.0090.01.

A Description

Clean the inside faces and top surface of the concrete parapet in accordance to the plans, as directed by the engineer, and as hereinafter provided.

B Materials

Furnish non-bituminous joint sealer in accordance to standard spec 502.2.9.

C Construction

C.1 Joint Sealing

Remove existing non-bituminous joint sealer present on the parapet prior to cleaning operations as directed by the engineer. Apply non-bituminous joint sealer after application of protective surface treatment.

C.2 Blast Cleaning Operation

Blast clean the inside face and top surface of the concrete parapet in accordance to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as directed by the engineer. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

C.3 Water Cleaning Operation

After abrasive blast cleaning operations are completed, clean the prepared parapet surface with water in accordance to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with protective surface treatment. Provide an adequate drying time of the parapet inside the face and top surface of at least 24 hours before coating with the surface treatment. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as directed by the engineer.

D Measurement

The department will measure Cleaning Parapets in length by the linear foot of parapet, acceptably cleaned.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Cleaning Parapets	LF

Payment is full compensation for abrasive blast cleaning; for water cleaning; for removing, providing, and applying non-bituminous joint sealer; for furnishing all additional clean up of the concrete surface and surrounding bridge deck area.

43. Crack Sealing Epoxy Special, Item SPV.0090.02.

A Description

This special provision describes sealing longitudinal and transverse joints in the deck overlay as shown on the plans and as hereinafter provided.

B Materials

Provide a penetrating sealant that is listed on the department's approved product listing, "Low Viscosity Crack Sealers".

C Construction

Provide tooled edges as noted on the plan. Clean the joints to be sealed by the use of high pressure air prior to applying the crack sealing epoxy.

Pour the epoxy sealant into the joints to be sealed after the overlay has been completed. Place the sealant in as narrow a band as possible so that the bond of the new concrete overlay to the adjacent concrete is not impaired.

At no expense to the department, clean all spills and all areas of too wide a band of sealant.

D Measurement

The department will measure Crack Sealing Epoxy Special in length by the linear foot of joints sealed 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
SPV.0090.02	Crack Sealing Epoxy Special	LF

Payment is full compensation for furnishing and placing the epoxy sealant, including any required cleaning.

44. Expanding Waterstop, Item SPV.0090.03.**A Description**

Provide expanding waterstop on Structures B-45-64 and B-45-66 in accordance to the plans and as hereinafter provided.

B Materials

Supply one of the following three expanding waterstop products:

Manufacturer	Product #	Size	Adhesive
Cresco	Cresco BT	1" X 3/4"	Cresco Fixing Glue
Sika	SikaSwell S-2	3/4" bead	N/A
Waterstop RX	RX 101	1" X 3/4"	CETSEAL

C Construction

Construct expanding waterstop per the manufacturer's recommendations and as noted on the plans.

D Measurement

The department will measure Expanding Waterstop in length 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.0090.03	Expanding Waterstop	LF

Payment is full compensation for furnishing and placing the expanding waterstop.

45. Girder End Preparation, Item SPV.0105.01.**A Description**

This special provision describes preparing the deteriorating girder ends on B-45-42 Rehab prior to encasing them in new end diaphragm concrete.

B Materials

Provide steel reinforcement epoxy coating repair material in accordance standard spec 505.2.4.2.

C Construction**C.1 Concrete Preparation**

Remove unsound concrete utilizing hand tool methods.

C.1 Steel Preparation

Prepare the exposed steel rebar, strands, and remaining embedded bearing plate with hand tool methods in accordance to SSPC-SP2. Epoxy coat the exposed steel rebar, strands, and embedded bearing plate.

D Measurement

The department will measure Girder End Preparation as a single lump sum unit of work, which includes treatment of all deteriorated girder ends, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Girder End Preparation	LS

Payment is full compensation for removing unsound concrete from the girder ends, temporary support or jacking of the girders to complete the repairs, and preparing and coating the exposed steel surfaces.

46. Debris Containment Modified Structure B-45-64 Rehab, Item SPV.0105.02, Structure B-45-66 Rehab, Item SPV.0105.03.

A Description

The contractor shall provide a containment system to prevent debris from structure removal, reconstruction, or other construction operations from entering the waterway.

B (Vacant)**C Construction**

Divert water in front of and away from wing construction area with sand bags or other non-erodible material. Pump water from the new wing construction area into a stilling basin if required. Discharge stilled water on the vegetative roadway slope adjacent to the new wing construction.

D Measurement

The department will measure Debris Containment Modified Structure B-45-64 Rehab and Structure B-45-66 Rehab as a single lump sum unit of work for each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Debris Containment Modified Structure B-45-64 Rehab	LS
SPV.0105.03	Debris Containment Modified Structure B-45-66 Rehab	LS

Payment is full compensation for furnishing, installing, maintaining, and removing a debris containment system.

47. Removing and Resetting Tubular Railing Structure B-45-45 Rehab, Item SPV.0105.04.

A Description

Remove tubular railing and posts from the existing bridge parapet, store, and reset when the new parapet is complete, in accordance to the plans, the pertinent requirements of the standard specifications, and as hereinafter provided. Replace both lines of damaged railing near the southeast bridge corner, estimated to be 3 to 4 panels in length (24 to 32 feet per rail.)

B Materials

The contractor shall furnish and install new anchor bolts, nuts, washers, and post shims in accordance to standard spec 513 and the plans. Provide replacement railing for the damaged areas compatible to existing materials. Salvaged railing approved by the engineer can be used.

C Construction

Remove the tubular railing and posts, taking care not to damage them. Store the tubular railing and posts in an area away from construction activities to preclude damage to them.

In the event that damage does occur to any item that is designated for re-use in the new work, repair or replace the damaged item at no expense to the department.

Provide a hand or wire brush cleaning of all railing prior to reinstallation so all railing members have a uniform appearance upon completion of the installation.

D Measurement

The department will measure Removing and Resetting Tubular Railing Structure B-45-45 Rehab as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Removing and Resetting Tubular Railing Structure B-45-45 Rehab	LS

Payment is full compensation for removing the tubular railing and posts; for properly storing the tubular railing and posts; for replacing damaged railing; for cleaning all railing; for new rail post anchorages; and for resetting the tubular railing and posts.

48. WE Energies Gas Main Removal Structure B-45-33 Rehab, Item SPV.0105.05; Structure B-45-45 Rehab, Item SPV.0105.06.

A Description

Remove and dispose of abandoned gas main and hangers from the existing bridge deck, the total length of the bridge, from front face of abutment to front face of abutment.

B (Vacant)

C Construction

The existing gas main is to be abandoned by WE Energies. The contractor shall coordinate with WE Energies prior to the removal and disposal of abandoned gas main and hangers on the existing bridge deck to confirm WE Energies has completed their necessary work.

Contact Info:

Field Contact
Paul Osmanski
500 S. 116th Street
West Allis, WI 53214
Phone: (414)-944-5796
Cell: (414)-315-1278

D Measurement

The department will measure WE Energies Gas Main Removal (Structure) as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	WE Energies Gas Main Removal Structure B-45-33 Rehab	LS
SPV.0105.06	WE Energies Gas Main Removal Structure B-45-45 Rehab	LS

Payment is full compensation for removing and disposing of the abandoned gas main and hangers.

49. WE Energies Abutment Penetration Repair Structure B-45-33 Rehab, Item SPV.0105.07; Structure B-45-45 Rehab, Item SPV.0105.08.

A Description

Remove the abandoned gas main penetrations through the existing bridge abutments, including all sleeve material to sound concrete. Repair the concrete abutments and seal the abutment back face with rubberized membrane waterproofing.

B Materials

Furnish Structure Backfill conforming to standard spec 210.

Furnish concrete for surface repair conforming to standard spec 509.

Use Rubberized Membrane Waterproofing conforming to standard spec 516.

C Construction

The existing gas main is to be abandoned by WE Energies. The contractor shall coordinate with WE Energies prior to the removal of the abandoned gas main penetrations through the existing bridge abutments to confirm WE Energies has completed their necessary work.

Contact Info:

Field Contact

Paul Osmanski

500 S. 116th Street

West Allis, WI 53214

Phone: (414)-944-5796

Cell: (414)-315-1278

Provide an excavation on the back side of the abutment of dimensions adequate to allow access for removal of the gas main a minimum of 2 feet from the abutment.

Remove the gas main and all sleeve material to sound concrete the entire thickness of the abutment penetrations. Use methods that will not damage the existing concrete adjacent to the gas main penetrations.

Repair the concrete abutment in accordance to standard spec 509.3.7. Fill the entire thickness of the abutment penetrations with surface repair material, utilizing methods that will ensure that no voids remain within the body of the abutment.

Install rubberized membrane waterproofing over the repair on the back face of the abutment. Provide a minimum of 9 inches of overlap of the membrane on to the original concrete surface of the abutment.

Place and compact structure backfill material as specified in standard spec 206.3.13.

D Measurement

The department will measure WE Energies Abutment Penetration Repair (Structure) as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	WE Energies Abutment Penetration Repair Structure B-45-33 Rehab	LS
SPV.0105.08	WE Energies Abutment Penetration Repair Structure B-45-45 Rehab	LS

Payment is full compensation for excavation, removing and disposing of the gas main and sleeves at both abutments, concrete surface repair, rubberized membrane waterproofing, and for granular backfill and compaction.

50. AT&T Telephone Duct Removal Structure B-45-45 Rehab, Item SPV.0105.09; Structure B-45-59 Rehab, Item SPV.0105.10.

A Description

Remove and dispose of abandoned telephone duct package and hangers from the existing bridge deck, the total length of the bridge, from front face of abutment to front face of abutment.

B (Vacant)**C Construction**

The existing telephone duct package is to be abandoned by AT&T. The contractor shall coordinate with AT&T prior to the removal and disposal of abandoned telephone duct package and hangers on the existing bridge deck to confirm AT&T has completed their necessary work.

Contact Info:

Field Contact
Carol Coulliard
7721 W. Fond du Lac Ave.
Milwaukee, WI 53218
Phone: (414) 536-2992
Email: cw6735@att.com

D Measurement

The department will measure A&T Telephone Duct Removal (Structure) as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.09	AT&T Telephone Duct Removal Structure B-45-45 Rehab	LS
SPV.0105.10	AT&T Telephone Duct Removal Structure B-45-59 Rehab	LS

Payment is full compensation for removing and disposing of the abandoned telephone duct package and hangers; and for patching any bottom of deck holes remaining from removal of hanger inserts.

51. AT&T Telephone Abutment Penetration Repair Structure B-45-45 Rehab, Item SPV.0105.11; Structure B-45-59 Rehab, Item SPV.0105.12.

A Description

Remove the abandoned telephone conduit penetrations through the existing bridge abutments including all sleeve material to sound concrete. Repair the concrete abutments and seal the abutment back face with rubberized membrane waterproofing.

B Materials

Furnish Structure Backfill conforming to standard spec 210.

Furnish concrete for surface repair conforming to standard spec 509.

Use Rubberized Membrane Waterproofing conforming to standard spec 516.

C Construction

The existing exposed telephone conduits are to be abandoned and removed by AT&T. The contractor shall coordinate with AT&T prior to the removal of the abandoned telephone conduit penetrations through the existing bridge abutments to confirm AT&T has completed their necessary work.

Contact Info:

Field Contact

Carol Coulliard

7721 W. Fond du Lac Ave.

Milwaukee, WI 53218

Phone: (414) 536-2992

Email: cw6735@att.com

Provide an excavation on the back side of the abutment of dimensions adequate to allow access for removal of the telephone conduits a minimum of 2 feet from the abutment.

Remove the telephone conduits and all sleeve material to sound concrete the entire thickness of the abutment penetrations. Use methods that will not damage the existing concrete adjacent to the telephone conduit penetrations.

Repair the concrete abutment in accordance to standard spec 509.3.7. Fill the entire thickness of the abutment penetrations with surface repair material, utilizing methods that will ensure that no voids remain within the body of the abutment.

Install rubberized membrane waterproofing over the repair on the back face of the abutment. Provide a minimum of 9 inches of overlap of the membrane on to the original concrete surface of the abutment.

Place and compact structure backfill material as specified in standard spec 206.3.13.

D Measurement

The department will measure AT&T Telephone Abutment Penetration Repair (Structure) as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.11	AT&T Telephone Abutment Penetration Repair Structure B-45-45 Rehab	LS
SPV.0105.12	AT&T Telephone Abutment Penetration Repair Structure B-45-59 Rehab	LS

Payment is full compensation for excavation, removing and disposing of the telephone conduits and sleeves at both abutments, concrete surface repair, rubberized membrane waterproofing, and for granular backfill and compaction.

52. Temporary Traffic Signal Head Assembly and Cable, Item SPV.0105.13.

A Description

This special provision includes furnishing and installing a temporary traffic signal head assembly and necessary traffic signal cable for use during construction operations. Follow all pertinent requirements of standard spec 651 - 661, except as hereinafter provided and as directed by the engineer.

B Materials

Utilize the existing traffic signal equipment during construction staging, except as noted.

Furnish the following items for temporary use during construction operations:

- 1 each Traffic Signal 5-12 Inch Vertical
- 1 each Backplates Signal Face 5 Section 12-Inch
- 1 each LED Modules 12-inch Red Ball
- 1 each LED Modules 12-inch Yellow Ball
- 1 each LED Modules 12-inch Green Ball
- 1 each LED Modules 12-inch Yellow Arrow
- 1 each LED Modules 12-inch Green Arrow
- 120 LF Cable Traffic Signal 7-14 AWG
- Signal Mounting Hardware as necessary for all supplied equipment

Quantities are provided for estimation purposes only. Field verify all necessary equipment with the engineer, including the specific length and location for the traffic signal cable, prior to ordering or installing any temporary equipment. Provide sufficient Cable Traffic Signal to connect the listed temporary traffic signal to signal face 6 mounted to SB8 as shown on the plans.

C Construction

Notify the City of Port Washington Representative (Rob Vanden Noven, (262) 284-2600), of any proposed changes to the traffic signals.

Cover with hood the yellow arrow and green arrow left turn arrow LED Modules for signal head 8 mounted to SB2 during Stage 2 operations as shown in the plans.

Mount the temporary traffic signal face, backplate, and LED modules to SB7 as shown in the plans. Connect the Cable Traffic Signal from temporary signal head T6 through SB7 to PB11 to PB12 to SB8 to signal head 6. Provide sufficient slack in the pull boxes per the standard specifications. Inspect the conduit prior to installation to ensure additional Cable Traffic Signal can be installed without damage to existing Cable Traffic Signal or other equipment.

Damage to existing equipment shall be repaired at the contractor's expense.

Remove temporary equipment and return all signals to preconstruction conditions, including timings, phasing, detection, and locations, upon completion of the project as directed by the engineer.

D Measurement

The department will measure Temporary Traffic Signal Head Assembly and Cable completed in accordance to the contract and accepted, as a single complete lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.13	Temporary Traffic Signal Head Assembly and Cable	LS

Payment is full compensation for furnishing all traffic signal equipment, wire, cable, and hardware; for completing all connections to provide an operational temporary signal head assembly; for covering of all signal heads as indicated in the plans; and for removal of all temporary equipment upon completion of the project.

53. Temporary Vehicle Detection CTH LL Intersection, Item SPV.0105.14.

A Description

This special provision describes furnishing, installing, and maintaining vehicle detection systems at the intersection of STH 32 and CTH LL/Seven Hills Road in conjunction with temporary traffic signal adjustments as shown in the plans.

The desired vehicle detection zones and their operational parameters are shown in the plans.

The contractor, with prior approval of the engineer and City of Port Washington, shall select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to, temporary inductive loops, microwave detection, or video detection. Damage to new or pavement or pavement otherwise undisturbed by other construction activities for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

Detection technology shall provide for true presence detection.

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective. Complete repairs or adjustment the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, requested by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

B Materials

Provide all necessary equipment for the approved method of temporary vehicle detection.

C Construction

Notify the City of Port Washington Engineering Representative (Rob Vanden Noven, (262) 284-2600) of any proposed changes to the traffic signals. After each adjustment,

provide a copy of the timing adjustments to Mr. Vanden Noven within 2 hours after the adjustment is made.

Provide an individual meeting the qualifications of Field System Integrator as listed under standard spec 670.3.2.1 to complete or supervise all equipment and timing changes to the existing traffic signals.

Disconnect and reconnect the existing loop detectors on the north leg of the intersection of STH 32 and CTH LL/Seven Hills Road as requested by the engineer or required by the traffic staging plan while the temporary detection is in operation.

Return all permanent detection and signals to preconstruction conditions, including timings, phasing, detection, and locations, upon completion of the project as directed by the engineer.

D Measurement

The department will measure Temporary Vehicle Detection (Intersection), completed in accordance to the contract and accepted as a single complete lump sum unit of work.

If repairs or adjustments to restore vehicle detection to full function are not made the same day as notification, the associated pay item shall be reduced by the following amounts:

- First instance: No deduct if repaired within 24 hours
- Each subsequent instance: 5% deduct for each day or partial day of non-compliance.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.14	Temporary Vehicle Detection CTH LL Intersection	LS

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing, and adjusting or moving the equipment, including all required materials, tools, and supplies, and for clean-up and waste disposal.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (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 First-Tier Subcontractors

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

The prime contractor may also withhold retainage from payments due subcontractors. Reduce the total amount retained from all first-tier subcontractors to no more than the department retains within 10 calendar days of the department releasing retainage.

Payment to Lower-Tier Subcontractors

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

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

Make the following revisions to the 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.

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 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**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
OZAUKEE 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	33.43	19.49	52.92
Cement Finisher	30.69	17.53	48.22
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	31.54	21.14	52.68
Fence Erector	28.00	4.50	32.50
Ironworker	31.31	21.99	53.30
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	29.22	16.69	45.91
Pavement Marking Operator	29.22	16.69	45.91
Piledriver	30.66	15.31	45.97
Roofer or Waterproofing	29.40	15.05	44.45
Teledata Technician or Installer	23.75	2.25	26.00
Tuckpointer, Caulker or Cleaner	34.35	12.61	46.96
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.06	46.70
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	23.84	14.93	38.77
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69

LABORERS

General Laborer	24.64	18.40	43.04
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 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 \$.35/hr for line and grade specialist; Add \$2.79/hr for topman; Add \$3.21/hr for bottomman; Add \$3.98/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	18.00	0.00	18.00
Landscaper	24.64	18.40	43.04
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	20.68	17.92	38.60
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
Railroad Track Laborer	14.50	3.84	18.34

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.,	35.22	19.90	55.12
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TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
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 .			
Backhoe (Track Type) Having a Mfgr.'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 Mfgr.'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. 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 .	34.22	19.90	54.12
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	33.96	19.90	53.86

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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. 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; Oiler; 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. 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 .	33.67	19.90	53.57
Fiber Optic Cable Equipment.	20.00	11.52	31.52
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	Truck Drivers:	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	\$23.59.....	16.74	1 & 2 Axles	23.16	17.13
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	23.69.....	16.74	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	23.31	17.13
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	23.74.....	16.74			
Group 4: Line and Grade Specialist.....	23.94.....	16.74			
Group 5: Blaster and Powderman.....	23.79.....	16.74			
Group 6: Flagperson and Traffic Control Person	20.68.....	16.74			

CLASSES OF LABORER AND MECHANICS

Bricklayer	35.58.....	16.07
Carpenter	30.52.....	14.41
Piledriverman	27.25.....	19.46
Ironworker	30.51.....	22.72
Cement Mason/Concrete Finisher	30.69.....	17.53
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
Millwrights.....	26.32.....	13.98
Painter, Brush.....	29.52.....	18.79
Painter, Spray and Sandblaster	30.27.....	18.79
Painter, Bridge.....	29.87.....	18.79
Well Drilling:		
Well Driller.....	16.52.....	3.70

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.

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

POWER EQUIPMENT OPERATORS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly Rates	Fringe Benefits
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		

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: Rates Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$27.80	16.52		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	26.24	16.85		
Electrical contracts over \$130,000	29.41	16.97		
Area 4:	28.10	17.24		
Area 5	28.61	16.60		
Area 6	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	30.00	17.76	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 10	28.97	19.55		
Area 11	31.27	23.12		
Area 12	32.87	19.23		
Area 13	32.20	21.64	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	21.89	11.83		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician.....	24.75	16.04	Area 14 -	Statewide.
Area 1 -			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130611013PROJECT(S):
1450-16-70FEDERAL ID(S):
WISC 2013355

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 ROADWAY ITEMS

0010	201.0105 CLEARING	7.000				
	STA		.		.	
0020	201.0205 GRUBBING	7.000				
	STA		.		.	
0030	203.0200 REMOVING OLD STRUCTURE (STATION) 01. 40+00	LUMP	LUMP			.
0040	203.0200 REMOVING OLD STRUCTURE (STATION) 03. 42'NB'+22.82	LUMP	LUMP			.
0050	203.0200 REMOVING OLD STRUCTURE (STATION) 10. 635+55	LUMP	LUMP			.
0060	203.0200 REMOVING OLD STRUCTURE (STATION) 11. 678+75	LUMP	LUMP			.
0070	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 01. B-45-33 REHAB	LUMP	LUMP			.
0080	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 03. B-45-45 REHAB	LUMP	LUMP			.
0090	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 04. B-45-48 REHAB	LUMP	LUMP			.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130611013PROJECT(S):
1450-16-70FEDERAL ID(S):
WISC 2013355

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 05. B-45-49 REHAB	LUMP	LUMP			.
0110	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 06. B-45-50 REHAB	LUMP	LUMP			.
0120	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 07. B-45-51 REHAB	LUMP	LUMP			.
0130	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 08. B-45-57 REHAB	LUMP	LUMP			.
0140	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 09. B-45-59 REHAB	LUMP	LUMP			.
0150	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 01. B-45-33 REHAB	LUMP	LUMP			.
0160	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 02. B-45-42 REHAB	LUMP	LUMP			.
0170	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 03. B-45-45 REHAB	LUMP	LUMP			.
0180	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 04. B-45-48 REHAB	LUMP	LUMP			.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130611013PROJECT(S):
1450-16-70FEDERAL ID(S):
WISC 2013355

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0190	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 05. B-45-49 REHAB	LUMP	LUMP			.
0200	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 06. B-45-50 REHAB	LUMP	LUMP			.
0210	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 07. B-45-51 REHAB	LUMP	LUMP			.
0220	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 08. B-45-57 REHAB	LUMP	LUMP			.
0230	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 09. B-45-59 REHAB	LUMP	LUMP			.
0240	204.0100 REMOVING PAVEMENT	5,760.000 SY	.			.
0250	204.0110 REMOVING ASPHALTIC SURFACE	16,450.000 SY	.			.
0260	204.0150 REMOVING CURB & GUTTER	825.000 LF	.			.
0270	204.0165 REMOVING GUARDRAIL	3,860.000 LF	.			.
0280	204.0170 REMOVING FENCE	745.000 LF	.			.
0290	204.0180 REMOVING DELINEATORS AND MARKERS	113.000 EACH	.			.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130611013PROJECT(S):
1450-16-70FEDERAL ID(S):
WISC 2013355

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	204.0220 REMOVING INLETS	10.000				
	EACH		.		.	
0310	204.0245 REMOVING STORM SEWER (SIZE) 01. 12-INCH	170.000				
	LF		.		.	
0320	204.0245 REMOVING STORM SEWER (SIZE) 02. 15-INCH	8.000				
	LF		.		.	
0330	204.0245 REMOVING STORM SEWER (SIZE) 03. 18-INCH	8.000				
	LF		.		.	
0340	204.0280 SEALING PIPES	1.000				
	EACH		.		.	
0350	205.0100 EXCAVATION COMMON	49,909.000				
	CY		.		.	
0360	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 02. B-45-42 REHAB	LUMP	LUMP			.
0370	206.2000 EXCAVATION FOR STRUCTURES CULVERTS (STRUCTURE) 10. B-45-64 REHAB	LUMP	LUMP			.
0380	206.2000 EXCAVATION FOR STRUCTURES CULVERTS (STRUCTURE) 11. B-45-66 REHAB	LUMP	LUMP			.
0390	206.6000.S TEMPORARY SHORING	690.000				
	SF		.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130611013PROJECT(S):
1450-16-70FEDERAL ID(S):
WISC 2013355

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	210.0100 BACKFILL STRUCTURE	210.000 CY	.		.	
0410	211.0400 PREPARE FOUNDATION FOR ASPHALTIC SHOULDERS	210.000 STA	.		.	
0420	213.0100 FINISHING ROADWAY (PROJECT) 01. 1450-16-70	1.000 EACH	.		.	
0430	305.0110 BASE AGGREGATE DENSE 3/4-INCH	21,720.000 TON	.		.	
0440	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	70,334.000 TON	.		.	
0450	305.0500 SHAPING SHOULDERS	211.000 STA	.		.	
0460	311.0110 BREAKER RUN	26,011.000 TON	.		.	
0470	415.0090 CONCRETE PAVEMENT 9-INCH	1,295.000 SY	.		.	
0480	415.0110 CONCRETE PAVEMENT 11-INCH	3,920.000 SY	.		.	
0490	415.0410 CONCRETE PAVEMENT APPROACH SLAB	1,246.000 SY	.		.	
0500	416.0610 DRILLED TIE BARS	63.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0510	416.0620 DRILLED DOWEL BARS	406.000 EACH	.		.	
0520	440.4410.S INCENTIVE IRI RIDE	2,340.000 DOL	1.000000		2340.00	
0530	455.0105 ASPHALTIC MATERIAL PG58-28	1,161.000 TON	.		.	
0540	455.0605 TACK COAT	11.000 GAL	.		.	
0550	460.1101 HMA PAVEMENT TYPE E-1	20,550.000 TON	.		.	
0560	460.2000 INCENTIVE DENSITY HMA PAVEMENT	13,160.000 DOL	1.000000		13160.00	
0570	465.0105 ASPHALTIC SURFACE	420.000 TON	.		.	
0580	465.0125 ASPHALTIC SURFACE TEMPORARY	300.000 TON	.		.	
0590	465.0310 ASPHALTIC CURB	242.000 LF	.		.	
0600	465.0315 ASPHALTIC FLUMES	99.000 SY	.		.	
0610	465.0400 ASPHALTIC SHOULDER RUMBLE STRIP	90,794.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0620	502.0100 CONCRETE MASONRY BRIDGES	1,454.000 CY	.		.	
0630	502.2000 COMPRESSION JOINT SEALER PREFORMED ELASTOMERIC (WIDTH) 03. 2 1/4-INCH	282.000 LF	.		.	
0640	502.3100 EXPANSION DEVICE (STRUCTURE) 01. B-45-33 REHAB	LUMP	LUMP		.	
0650	502.3100 EXPANSION DEVICE (STRUCTURE) 03. B-45-45 REHAB	LUMP	LUMP		.	
0660	502.3100 EXPANSION DEVICE (STRUCTURE) 04. B-45-48 REHAB	LUMP	LUMP		.	
0670	502.3100 EXPANSION DEVICE (STRUCTURE) 05. B-45-49 REHAB	LUMP	LUMP		.	
0680	502.3100 EXPANSION DEVICE (STRUCTURE) 06. B-45-50 REHAB	LUMP	LUMP		.	
0690	502.3100 EXPANSION DEVICE (STRUCTURE) 07. B-45-51 REHAB	LUMP	LUMP		.	
0700	502.3100 EXPANSION DEVICE (STRUCTURE) 09. B-45-59 REHAB	LUMP	LUMP		.	
0710	502.3200 PROTECTIVE SURFACE TREATMENT	12,528.000 SY	.		.	
0720	502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS	1,590.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0730	502.5010 MASONRY ANCHORS TYPE L NO. 6 BARS	148.000 EACH	.		.	
0740	502.6105 MASONRY ANCHORS TYPE S 5/8-INCH	80.000 EACH	.		.	
0750	504.0100 CONCRETE MASONRY CULVERTS	31.000 CY	.		.	
0760	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	324,020.000 LB	.		.	
0770	505.0610 BAR STEEL REINFORCEMENT HS COATED CULVERTS	3,400.000 LB	.		.	
0780	505.0905 BAR COUPLERS NO. 5	6.000 EACH	.		.	
0790	505.0906 BAR COUPLERS NO. 6	50.000 EACH	.		.	
0800	505.0908 BAR COUPLERS NO. 8	12.000 EACH	.		.	
0810	506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED	12.000 EACH	.		.	
0820	506.3015 WELDED STUD SHEAR CONNECTORS 7/8X6-INCH	400.000 EACH	.		.	
0830	506.3020 WELDED STUD SHEAR CONNECTORS 7/8X7-INCH	170.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0840	506.7000.S BEARING REPLACEMENT (STRUCTURE) 01. B-45-33 REHAB	8.000 EACH	.		.	
0850	506.7000.S BEARING REPLACEMENT (STRUCTURE) 03. B-45-45 REHAB	10.000 EACH	.		.	
0860	506.7000.S BEARING REPLACEMENT (STRUCTURE) 04. B-45-48 REHAB	2.000 EACH	.		.	
0870	506.7000.S BEARING REPLACEMENT (STRUCTURE) 05. B-45-49 REHAB	7.000 EACH	.		.	
0880	506.7000.S BEARING REPLACEMENT (STRUCTURE) 06. B-45-50 REHAB	4.000 EACH	.		.	
0890	506.7000.S BEARING REPLACEMENT (STRUCTURE) 07. B-45-51 REHAB	4.000 EACH	.		.	
0900	506.7000.S BEARING REPLACEMENT (STRUCTURE) 09. B-45-59 REHAB	3.000 EACH	.		.	
0910	506.7050.S REMOVING BEARINGS (STRUCTURE) 02. B-45-42 REHAB	12.000 EACH	.		.	
0920	509.0301 PREPARATION DECKS TYPE 1	748.000 SY	.		.	
0930	509.0302 PREPARATION DECKS TYPE 2	282.000 SY	.		.	
0940	509.0500 CLEANING DECKS	6,368.000 SY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0950	509.1000 JOINT REPAIR	228.000				
		SY	.		.	
0960	509.1500 CONCRETE SURFACE REPAIR	292.000				
		SF	.		.	
0970	509.2000 FULL-DEPTH DECK REPAIR	15.000				
		SY	.		.	
0980	509.2500 CONCRETE MASONRY OVERLAY DECKS	594.000				
		CY	.		.	
0990	516.0500 RUBBERIZED MEMBRANE WATERPROOFING	31.000				
		SY	.		.	
1000	517.0900.S PREPARATION AND COATING OF TOP FLANGES (STRUCTURE) 01. B-45-33 REHAB	LUMP	LUMP			.
1010	517.0900.S PREPARATION AND COATING OF TOP FLANGES (STRUCTURE) 03. B-45-45 REHAB	LUMP	LUMP			.
1020	517.1800.S STRUCTURE REPAINTING RECYCLED ABRASIVE (STRUCTURE) 03. B-45-45 REHAB	LUMP	LUMP			.
1030	517.1800.S STRUCTURE REPAINTING RECYCLED ABRASIVE (STRUCTURE) 04. B-45-48 REHAB	LUMP	LUMP			.

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			DOLLARS	CTS	DOLLARS	CTS
1040	517.1800.S STRUCTURE REPAINTING RECYCLED ABRASIVE (STRUCTURE) 05. B-45-49 REHAB	LUMP	LUMP			.
1050	517.1800.S STRUCTURE REPAINTING RECYCLED ABRASIVE (STRUCTURE) 09. B-45-59 REHAB	LUMP	LUMP			.
1060	517.4500.S NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS (STRUCTURE) 03. B-45-45 REHAB	LUMP	LUMP			.
1070	517.4500.S NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS (STRUCTURE) 04. B-45-48 REHAB	LUMP	LUMP			.
1080	517.4500.S NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS (STRUCTURE) 05. B-45-49 REHAB	LUMP	LUMP			.
1090	517.4500.S NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS (STRUCTURE) 09. B-45-59 REHAB	LUMP	LUMP			.
1100	517.6001.S PORTABLE DECONTAMINATION FACILITY	4.000 EACH	.			.
1110	520.8000 CONCRETE COLLARS FOR PIPE	12.000 EACH	.			.

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			DOLLARS	CTS	DOLLARS	CTS
1120	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	1,710.000 LF	.		.	
1130	601.0551 CONCRETE CURB AND GUTTER 4-INCH SLOPED 36-INCH TYPE A	165.000 LF	.		.	
1140	601.0553 CONCRETE CURB AND GUTTER 4-INCH SLOPED 36-INCH TYPE D	100.000 LF	.		.	
1150	601.0557 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE D	90.000 LF	.		.	
1160	603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED	6,150.000 LF	.		.	
1170	603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED	12,175.000 LF	.		.	
1180	604.0500 SLOPE PAVING CRUSHED AGGREGATE	88.000 SY	.		.	
1190	604.9010.S SLOPE PAVING REPAIR CRUSHED AGGREGATE	169.000 CY	.		.	
1200	604.9015.S RESEAL CRUSHED AGGREGATE SLOPE PAVING	3,480.000 SY	.		.	
1210	606.0200 RIPRAP MEDIUM	78.000 CY	.		.	
1220	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	164.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1230	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	8.000 LF	.		.	
1240	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	8.000 LF	.		.	
1250	611.0430 RECONSTRUCTING INLETS	5.000 EACH	.		.	
1260	611.0624 INLET COVERS TYPE H	8.000 EACH	.		.	
1270	611.0642 INLET COVERS TYPE MS	1.000 EACH	.		.	
1280	611.3230 INLETS 2X3-FT	8.000 EACH	.		.	
1290	611.3901 INLETS MEDIAN 1 GRATE	1.000 EACH	.		.	
1300	611.8115 ADJUSTING INLET COVERS	2.000 EACH	.		.	
1310	611.8120.S COVER PLATES TEMPORARY	4.000 EACH	.		.	
1320	612.0104 PIPE UNDERDRAIN 4-INCH	5,258.000 LF	.		.	
1330	614.0010 BARRIER SYSTEM GRADING SHAPING FINISHING	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1340	614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	4.000 EACH	.		.	
1350	614.0200 STEEL THRIE BEAM STRUCTURE APPROACH	315.000 LF	.		.	
1360	614.0305 STEEL PLATE BEAM GUARD CLASS A	1,310.000 LF	.		.	
1370	614.0905 CRASH CUSHIONS TEMPORARY	13.000 EACH	.		.	
1380	614.2300 MGS GUARDRAIL 3	1,817.000 LF	.		.	
1390	614.2500 MGS THRIE BEAM TRANSITION	600.000 LF	.		.	
1400	614.2610 MGS GUARDRAIL TERMINAL EAT	9.000 EACH	.		.	
1410	614.2620 MGS GUARDRAIL TERMINAL TYPE 2	1.000 EACH	.		.	
1420	616.0100 FENCE WOVEN WIRE (HEIGHT) 01. 4.5 FEET	691.000 LF	.		.	
1430	616.0100 FENCE WOVEN WIRE (HEIGHT) 02. 4 FEET	50.000 LF	.		.	
1440	619.1000 MOBILIZATION	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1450	625.0100 TOPSOIL	4,664.000 SY	.		.	
1460	625.0500 SALVAGED TOPSOIL	13,100.000 SY	.		.	
1470	627.0200 MULCHING	16,478.000 SY	.		.	
1480	628.1504 SILT FENCE	6,120.000 LF	.		.	
1490	628.1520 SILT FENCE MAINTENANCE	6,420.000 LF	.		.	
1500	628.1905 MOBILIZATIONS EROSION CONTROL	60.000 EACH	.		.	
1510	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	44.000 EACH	.		.	
1520	628.2004 EROSION MAT CLASS I TYPE B	1,645.000 SY	.		.	
1530	628.7005 INLET PROTECTION TYPE A	28.000 EACH	.		.	
1540	628.7015 INLET PROTECTION TYPE C	2.000 EACH	.		.	
1550	628.7020 INLET PROTECTION TYPE D	32.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1560	628.7504 TEMPORARY DITCH CHECKS	225.000 LF	.		.	
1570	628.7570 ROCK BAGS	225.000 EACH	.		.	
1580	629.0210 FERTILIZER TYPE B	17.100 CWT	.		.	
1590	630.0110 SEEDING MIXTURE NO. 10	241.000 LB	.		.	
1600	630.0200 SEEDING TEMPORARY	33.000 LB	.		.	
1610	633.0100 DELINEATOR POSTS STEEL	113.000 EACH	.		.	
1620	634.0618 POSTS WOOD 4X6-INCH X 18-FT	40.000 EACH	.		.	
1630	637.0202 SIGNS REFLECTIVE TYPE II	244.880 SF	.		.	
1640	638.2102 MOVING SIGNS TYPE II	18.000 EACH	.		.	
1650	638.2602 REMOVING SIGNS TYPE II	36.000 EACH	.		.	
1660	638.3000 REMOVING SMALL SIGN SUPPORTS	39.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1670	642.5001 FIELD OFFICE TYPE B	1.000 EACH	.		.	
1680	643.0100 TRAFFIC CONTROL (PROJECT) 01. 1450-16-70	1.000 EACH	.		.	
1690	643.0300 TRAFFIC CONTROL DRUMS	65,971.000 DAY	.		.	
1700	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	7,998.000 DAY	.		.	
1710	643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	4,764.000 EACH	.		.	
1720	643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	4,764.000 EACH	.		.	
1730	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	13,440.000 DAY	.		.	
1740	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	17,690.000 DAY	.		.	
1750	643.0800 TRAFFIC CONTROL ARROW BOARDS	1,652.000 DAY	.		.	
1760	643.0900 TRAFFIC CONTROL SIGNS	24,051.000 DAY	.		.	
1770	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	31.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1780	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	756.000 SF	.		.	
1790	643.1050 TRAFFIC CONTROL SIGNS PCMS	340.000 DAY	.		.	
1800	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 1450-16-70	1.000 EACH	.		.	
1810	643.3000 TRAFFIC CONTROL DETOUR SIGNS	7,872.000 DAY	.		.	
1820	645.0130 GEOTEXTILE FABRIC TYPE R	113.000 SY	.		.	
1830	646.0103 PAVEMENT MARKING PAINT 4-INCH	1,775.000 LF	.		.	
1840	646.0106 PAVEMENT MARKING EPOXY 4-INCH	32,705.000 LF	.		.	
1850	646.0126 PAVEMENT MARKING EPOXY 8-INCH	585.000 LF	.		.	
1860	646.0600 REMOVING PAVEMENT MARKINGS	34,410.000 LF	.		.	
1870	646.0841.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 4-INCH	2,645.000 LF	.		.	
1880	647.0456 PAVEMENT MARKING CURB EPOXY	320.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1890	647.0556 PAVEMENT MARKING STOP LINE EPOXY 12-INCH	30.000 LF	.		.	
1900	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	60.000 LF	.		.	
1910	649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH	4,650.000 LF	.		.	
1920	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	82,010.000 LF	.		.	
1930	649.0801 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 8-INCH	825.000 LF	.		.	
1940	649.1000 TEMPORARY PAVEMENT MARKING STOP LINE REMOVABLE TAPE 12-INCH	405.000 LF	.		.	
1950	649.1600 TEMPORARY PAVEMENT MARKING DIAGONAL REMOVABLE TAPE 12-INCH	175.000 LF	.		.	
1960	650.4000 CONSTRUCTION STAKING STORM SEWER	9.000 EACH	.		.	
1970	650.4500 CONSTRUCTION STAKING SUBGRADE	2,515.000 LF	.		.	
1980	650.5000 CONSTRUCTION STAKING BASE	2,515.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1990	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	2,065.000 LF	.		.	
2000	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 01. B-45-33 REHAB	LUMP	LUMP		.	
2010	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 02. B-45-42 REHAB	LUMP	LUMP		.	
2020	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 03. B-45-45 REHAB	LUMP	LUMP		.	
2030	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 04. B-45-48 REHAB	LUMP	LUMP		.	
2040	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 05. B-45-49 REHAB	LUMP	LUMP		.	
2050	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 06. B-45-50 REHAB	LUMP	LUMP		.	
2060	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 07. B-45-51 REHAB	LUMP	LUMP		.	
2070	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 08. B-45-57 REHAB	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2080	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 09. B-45-59 REHAB	LUMP	LUMP			.
2090	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 10. B-45-64 REHAB	LUMP	LUMP			.
2100	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 11. B-45-66 REHAB	LUMP	LUMP			.
2110	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	1,860.000 LF	.		.	.
2120	650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE	43,629.000 LF	.		.	.
2130	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 1450-16-70	LUMP	LUMP			.
2140	650.9920 CONSTRUCTION STAKING SLOPE STAKES	2,515.000 LF	.		.	.
2150	653.0900 ADJUSTING PULL BOXES	8.000 EACH	.		.	.
2160	690.0150 SAWING ASPHALT	3,054.000 LF	.		.	.
2170	690.0250 SAWING CONCRETE	2,077.000 LF	.		.	.

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			DOLLARS	CTS	DOLLARS	CTS
2180	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	1,940.000 DOL	1.00000		1940.00	
2190	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	12,306.000 DOL	1.00000		12306.00	
2200	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	11,200.000 HRS	5.00000		56000.00	
2210	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	14,400.000 HRS	5.00000		72000.00	
2220	SPV.0045 SPECIAL 01. PORTABLE CHANGABLE MESSAGE (PCMS) CELLULAR COMMUNICATIONS	240.000 DAY	.		.	
2230	SPV.0060 SPECIAL 01. CLEANING AND PAINTING BEARINGS	62.000 EACH	.		.	
2240	SPV.0060 SPECIAL 02. MASONRY ANCHORS TYPE S 1 1/2-INCH	40.000 EACH	.		.	
2250	SPV.0060 SPECIAL 03. TEMPORARY INLET CASTING	2.000 EACH	.		.	
2260	SPV.0060 SPECIAL 04. SALVAGED APRON ENDWALLS FOR UNDERDRAIN REINFORCED CONCRETE 4-INCH	264.000 EACH	.		.	
2270	SPV.0060 SPECIAL 05. CONNECTING 4 INCH UNDERDRAIN TO EXISTING CONCRETE INLET	12.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130611013PROJECT(S):
1450-16-70FEDERAL ID(S):
WISC 2013355

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2280	SPV.0090 SPECIAL 01. CLEANING PARAPETS	3,527.000 LF	.		.	
2290	SPV.0090 SPECIAL 02. CRACK SEALING EPOXY SPECIAL	5,205.000 LF	.		.	
2300	SPV.0090 SPECIAL 03. EXPANDING WATERSTOP	71.000 LF	.		.	
2310	SPV.0105 SPECIAL 01. GIRDER END PREPARATION	LUMP	LUMP		.	
2320	SPV.0105 SPECIAL 02. DEBRIS CONTAINMENT MODIFIED STRUCTURE B-45-64 REHAB	LUMP	LUMP		.	
2330	SPV.0105 SPECIAL 03. DEBRIS CONTAINMENT MODIFIED STRUCTURE B-45-66 REHAB	LUMP	LUMP		.	
2340	SPV.0105 SPECIAL 04. REMOVING AND RESETTING TUBULAR RAILING STRUCTURE B-45-45 REHAB	LUMP	LUMP		.	
2350	SPV.0105 SPECIAL 05. WE ENERGIES GAS MAIN REMOVAL STRUCTURE B-45-33 REHAB	LUMP	LUMP		.	
2360	SPV.0105 SPECIAL 06. WE ENERGIES GAS MAIN REMOVAL STRUCTURE B-45-45 REHAB	LUMP	LUMP		.	

SCHEDULE OF ITEMS

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2370	SPV.0105 SPECIAL 07. WE ENERGIES ABUTMENT PENETRATION REPAIR STRUCTURE B-45-33 REHAB	LUMP	LUMP			.
2380	SPV.0105 SPECIAL 08. WE ENERGIES ABUTMENT PENETRATION REPAIR STRUCTURE B-45-45 REHAB	LUMP	LUMP			.
2390	SPV.0105 SPECIAL 09. AT&T TELEPHONE DUCT REMOVAL STRUCTURE B-45-45	LUMP	LUMP			.
2400	SPV.0105 SPECIAL 10. AT&T TELEPHONE DUCT REMOVAL STRUCTURE B-45-59	LUMP	LUMP			.
2410	SPV.0105 SPECIAL 11. AT&T TELEPHONE ABUTMENT PENETRATION REPAIR STRUCTURE B-45-45 REHAB	LUMP	LUMP			.
2420	SPV.0105 SPECIAL 12. AT&T TELEPHONE ABUTMENT PENETRATION REPAIR STRUCTURE B-45-59 REHAB	LUMP	LUMP			.
2430	SPV.0105 SPECIAL 13. TEMPORARY TRAFFIC SIGNAL HEAD ASSEMBLY AND CABLE	LUMP	LUMP			.
2440	SPV.0105 SPECIAL 14. TEMPORARY VEHICLE DETECTION CTH LL INTERSECTION	LUMP	LUMP			.
	SECTION 0001 TOTAL					.
	TOTAL BID					.

PLEASE ATTACH SCHEDULE OF ITEMS HERE