

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 9

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Brown	1133-03-70		DePere-Suamico Orange Lane-CTH M Salt Storage Facility	Off System

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, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: January 14, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time Fifty-five (55) Working Days	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 0%	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, HMA paving, base aggregate dense, salt storage facility, erosion control items, and finishing items.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. Administrative.

1.1 General.

Perform the work under this construction contract for Project 1133-03-70, De Pere - Suamico, Orange Lane - CTH M, Salt Storage Facility, Off System, Brown County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 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 (20130615)

1.2 Scope of Work.

The work under this contract shall consist of grading, HMA Pavement Type E-3, base aggregate dense, salt storage structure, erosion control items, finishing items, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

1.3 Field Facilities.

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

1.4 Labor Compliance Reporting – Payroll Requirements.

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

1.5 Notice to Contractor - Project Storage and Staging Areas.

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

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

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

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

1.6 Pay Plan Quantity.

A Bid Items Designated as Pay Plan Quantity

Replace standard spec 109.1.1.2 with the following:

If the schedule of items designates a bid item with a ****P**** in the title, the department will not measure that bid item. The department will use the plan quantity, the approximate quantity shown on the schedule of items, for payment unless a contract revision affects a designated bid item.

If the engineer revises the contract under standard spec 104.2, the department will adjust the quantity of designated items that are affected by the revised work. The engineer will adjust the affected quantity, with or without a contract modification as defined in standard spec 101.3, regardless of the magnitude of the revised work, which may result in either an increase or a decrease from the quantity shown on the schedule of items. The department will measure revised work as specified in standard spec 109.1.1.1. If the engineer revises the contract to eliminate a designated item, the engineer will not pay for the designated item, except as specified in standard spec 109.5.

The approximate quantity shown on the schedule of items for a designated item is for information only and only an estimate. The engineer makes no guarantee that the quantity, which can be determined by computations based on contract information, will equal the approximate quantity shown on the schedule of items. The engineer will not make a quantity adjustment for discrepancies.

2. Prosecution and Progress.

2.1 Prosecution and Progress.

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

Provide the time frame for construction of the project within the 2014 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the

notice to proceed within ten calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. 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.

3. Meetings.

3.1 Project Communication Enhancement Effort.

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

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

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

4. Insurance.

4.1 Bidding Instructions for Insurance.

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

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

Do not include in your bid the "cost of OCIP coverage's" and as specified in standard spec

107.26(1)(a)9 of the OCIP article. The "costs of OCIP coverage's" are described in the USH 41 Corridor Project OCIP Insurance Manual.

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

- Substance Abuse Program
- Return to Work Program

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

Obtain and maintain insurance coverage's in addition to the OCIP as specified in standard spec

107.26(1)(a)8 of the OCIP article.

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

4.2 Owner Controlled Insurance Program.

Section 107.26, "Standard Insurance Requirements" is deleted in its entirety and the following section 107.26 is substituted thereof:

107.26 Standard Insurance Requirements

107.26(1)(a) Owner Controlled Insurance Program

- 1. Overview.** The State of Wisconsin, Department of Transportation ("the WisDOT") has arranged with Aon Risk Services Central, Inc., (the "OCIP administrator") for this Project to be insured under its Owner Controlled Insurance Program ("OCIP"). The OCIP is more fully described in the USH 41 North-South Corridor manual for the Owner Controlled Insurance Program (the "Insurance Manual") and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties(as defined below) Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance, and excess liability insurance as summarily described below in connection with the performance of the Work ("OCIP coverage's").
- 2. Enrolled Parties and Their Insurance Obligations.** OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, eligible Contractors and Subcontractors who enroll in the OCIP, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an " Enrolled Party"). Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.

- 3. Excluded Parties and Their Insurance Obligations.** OCIP coverage's do not apply to the following "Excluded Parties":
- a. Hazardous materials remediation, removal and/or transport companies;
 - b. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;
 - c. Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project site;
 - d. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.

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

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

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

Summary Only

- a. Workers' Compensation insurance - Statutory Limit including Jones Act and USL&H coverage, as applicable.
 - b. Employer's Liability insurance
 - i. Bodily Injury by Accident, each accident \$1,000,000
 - ii. Bodily Injury by Disease, each employee \$1,000,000
 - iii. Bodily Injury by Disease, policy limits \$1,000,000
 - c. Commercial General Liability (ISO Occurrence Form – Limits Shared By All Insureds)
 - i. Each Occurrence Limit \$2,000,000 (Annual Limit)
 - ii. General Aggregate Limit for all Enrolled Parties \$4,000,000 (Annual Limit)
 - iii. 10 yr. Products & Completed Operations Extension
 - iv. Products & Completed Operations Aggregate for all Enrolled Parties \$4,000,000 (Single Limit Applies to Entire Products & Completed Operations Extension)
 - d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.
 - e. Excess Liability insurance (over Employer's Liability & General Liability – Limits Shared By All Insureds)
 - Each Occurrence Limit \$150,000,000
 - Aggregate \$150,000,000 (Annual Limit)
 - \$150,000,000 Products & Completed Operations Aggregate Limit (Single Limit Applies to Entire Products & Completed Operations Extension).
- 6. The WisDOT's Insurance Obligations.** The WisDOT will pay the costs of premiums for the OCIP coverage's. The WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Each Contractor and each of its Subcontractors hereby assign to the WisDOT the right to receive all such adjustments. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies. The WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

7. Contractor's OCIP Obligations. Contractor shall:

- a. Incorporate the terms of this special provision in all subcontract agreements.
- b. Enroll in the OCIP within five (5) business days of execution of the contract and maintain enrollment in the OCIP, and assure that Contractor's eligible Subcontractors enroll in the OCIP and maintain enrollment in the OCIP within five (5) business days of subcontracting and prior to the commencement of their Work at the Project site.
- c. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same, shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.
- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP insurer") and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage's that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor's or its Subcontractor's sole responsibility and expense and shall not be billed to the WisDOT.
- f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
- g. Provide, within five (5) business days of the WisDOT's or the OCIP administrator's request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage's, declaration pages of coverage's, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
- h. Pay to the WisDOT's designee within five (5) days of written notification, a sum of up to \$ 10,000 of each claim, including court costs, attorneys fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of

its Subcontractors, or any other entity or party for whom Contractor may be responsible (“contractor General Liability obligation”). The contractor General Liability obligation will not be insured by the OCIP Coverage’s.

- 8. Additional Insurance Required From Enrolled Parties and Excluded Parties.** Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section 107.26(1)(a) 8 in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section 107.26(1)(a) 8 shall conform to the WisDOT’s requirements outlined in the Insurance Manual and be written by companies authorized to do business in the State of Wisconsin, and Illinois if applicable, with an AM Best rating of A- or better. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual. As to eligible and Enrolled Parties, the Workers’ Compensation, Employer’s Liability, and Commercial General Liability insurance required by this section shall only be for off-site activities or operations not insured under the OCIP coverage’s. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

1. Commercial General Liability insurance shall be endorsed to include blanket contractual liability coverage.
 - a. \$2 Million Combined single limits per occurrence with an annual aggregate limit of not less than \$4 Million.
 - b. The OCIP Coverage’s shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
 - c. Commercial General Liability insurance shall be maintained in force for two (2) years following completion and the WisDOT’s acceptance of the work.
 - d. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and non-contributory basis.

2. Workers' Compensation and Employer's Liability insurance.
 - a. Workers' Compensation limits: statutory limits
 - b. Employer's Liability limits:
 - i. Bodily injury by accident: \$100,000 each accident
 - ii. Bodily injury by disease: \$500,000 policy limit
 - iii. Bodily injury by disease: \$100,000 each employee
3. Commercial automobile liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:
 - a. No Trucking or Hauling: \$1,000,000 Each Accident
 - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
 - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
4. For any work over water, whether deemed navigable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.
5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

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

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

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

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

- 9. Contractor Representations and Warranties to the WisDOT.** Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:
- a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
 - b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.
 - c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP.
 - d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.
- 10. Audits.** Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any other information that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.
- 11. The WisDOT's Election to Modify or Discontinue OCIP.** The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor Maintained Coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.

- 12. Withhold of Payments.** The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.
- 13. Waiver of Subrogation.** Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with the same parties referenced immediately above in this section. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.
- 14. Duty of Care.** Nothing contained in this special provision or the Insurance Manual shall relieve the Contractor or any of its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the work and to complete the work in strict compliance with the contract documents.
- 15. Conflicts.** In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contract documents, then the provisions of the Insurance Manual.

16. Safety. Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

5. Environmental.

5.1 Notice to Contractor-Federal Aviation Administration.

The Federal Aviation Administration (FAA) controls the height and/or elevation of temporary and permanent features within the airspace around Austin Straubel International Airport.

The FAA conducted Aeronautical Study No. 2011-AGL-4937-OE and a Determination of No Hazard to Air Navigation was made on August 8, 2012. Comply with the requirements of the determination in addition to requirements of the special provisions. A copy of the determination is available from the regional office by contracting Eric Sikorski at (920) 492-2236.

The determination will expire on July 28, 2014 unless extended, revised or terminated by the issuing FAA office. Contractor is responsible for requesting an extension of the effective period of the determinations, to be postmarked or delivered by the contractor at least 30 days prior to the expiration date, to:

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

The FAA website has an on-line submittal process also. See <http://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

For questions on extensions to the effective period of the determination, contact the FAA office at (310) 725-6591 and reference the Aeronautical Study Number.

Any changes to coordinates and/or heights will void the determination.

The determination does include temporary construction equipment such as cranes, derricks, etc. which may be used during actual construction of the structure. Equipment shall not exceed the overall heights as indicated in the determination. If contractor proposes to use temporary construction equipment of heights that exceed those shown in the determination, it is contractor's responsibility to coordinate an amendment to the appropriate Determination directly with the FAA.

Contractor shall copy the engineer on any correspondence with the FAA as it relates to time extensions and/or new/revised determinations.

Ensure that FAA Form 7460-2, Notice of Actual Construction or Alteration be completed within 5 days after the construction reaches its greatest height (7460-2, Part II) via U.S. mail or using the online notification system.

5.3 *Environmental Protection.*

Supplement standard spec 107.18 follows:

Wetlands

The contractor shall not disturb nor store materials or topsoil within the nearby wetlands as shown on the erosion control sheets. The work area shall be separated from the wetlands by silt fence, as shown on the plans, to avoid siltation and inadvertent fill into the wetland areas.

Dewatering

If dewatering is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Provide a sedimentation basin with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the waterway or wetland as provided in the standard specifications and these special provisions. As part of the Erosion Control Implementation Plan (ECIP) submittal, supply all pertinent information and calculations used to determine the best management practice for dewatering at each location it is required.

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

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

6. Traffic and Restrictions to Work.

6.1 *Traffic Control.*

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

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

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

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

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

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

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

7. Utilities.

7.1 Utilities.

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

The following utilities have facilities within the project limits, however, no adjustments are anticipated:

- **Village of Ashwaubenon** – sanitary sewer and water
- **Wisconsin Public Service Corporation (WPS)** – electric

Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Underground utilities may be within 18-inches of the excavation limits. Hand dig to expose and protect these facilities in accordance to Wisconsin State Statute 182.0175(2)(am)3. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times. Coordinate with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

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

8. Clear - Demolition - Removal.

8.1 Clearing and Grubbing.

Complete work in accordance to standard spec 201 and as herein provided.

Revise standard spec 201.3 as follows:

Burning of stumps, roots, brush, waste logs and limbs, timber tops, and debris resulting from clearing and grubbing is not allowed.

9. Bases, Subbases and Pavements.

9.1 QMP Base Aggregate.

A Description

A.1 General

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

<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 standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.

3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 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)

9.2 Asphaltic Surface Driveways and Field Entrances.

Replace standard spec 465.2(1) with the following:

Under the Asphaltic Surface Driveways and Field Entrances bid item; submit a mix design. Furnish asphaltic mixture meeting the requirements specified for E-3 under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8. Furnish asphaltic material PG64-28 for this bid item. Tack coat shall be applied between pavement layers and shall be paid for under bid item 455.0605.

10. Drainage and Erosion Control.

10.1 Erosion Control.

Supplement standard spec 107.20 as follows:

Perform construction operations in a timely and diligent manner, minimizing the period of exposure to erosion. Immediately re-topsoil disturbed areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas within five working days after placement of topsoil.

10.2 Pond Liner Clay, Item SPV.0035.01.

A Description

This section describes furnishing, installing and testing Pond Liner Clay at the areas shown on the plans.

B Materials

Samples from soil borings taken at the site show existence of acceptable material for re-use as Pond Liner Clay. (See table) Prior to placing clay, contractor must submit laboratory test results of the clay documenting that it meets or exceeds the clay material specifications. Conduct laboratory tests at the frequency listed below and perform them in accordance to ASTM standard methods listed below. Submit test results to the engineer for review and approval prior to construction. These three tests are required:

- A minimum of 50 percent by weight which passes the 200 sieve.
- Liquid Limit (LL): 22 percent or greater.
- Plasticity Index (PI): 11 percent or greater.

Remove and dispose any clay or other materials, at contractor's expense, not meeting these three requirements.

In addition to these three testing requirements, provide additional test results for any off-site clay furnished. Testing requirements are listed below.

Reference standards are listed as follows:

American Society for Testing and Materials (ASTM):

- **ASTM D698** Test for Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 5.5 lb Rammer and 12 in. Drop (Standard Proctor).
- **ASTM D1557** Test for Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10 lb. Rammer and 18 in. Drop (Modified Proctor).
- **ASTM D2922** Test for Density of Soil in Place by Nuclear Method (Shallow Depth).
- **ASTM D1140** Test Method for Amount of Materials in Soils Finer than the No. 200 Sieve.
- **ASTM D422** Method for Particle-Size Analysis of Soils.
- **ASTM D4318** Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- **ASTM D2487** Classification of Soils for Engineering Purposes.

Table of Testing for Off-Site Clay

Test	Number of Required Tests		Minimum Requirement
	One Borrow Source Only	Multiple Borrow Sources	
Grain Size Analysis	3 (Total)	1 test/2,500 cy or less/site ^(a)	≥ 50% by Wt. Passing 200 Sieve
Hydrometer Analysis	3 (Total)	1 test/2,500 cy or less/site ^(a)	Info. Only
Atterberg Limits (ASTM D4318)	3 (Total)	1 test/2,500 cy or less/site ^(a)	LL ≥ 22% PI ≥ 11%
USCS Classification (ASTM D2487)	3 (Total)	1 test/2,500 cy or less/site ^(a)	Info. Only
Standard Proctor Analysis 5-Point Curve (Minimum) (ASTM D698)	2 (Total)	1 test/10,000 cy or less/site ^(b)	Info. Only
Permeability Test (use falling head method)	2 (Total)	1 test/10,000 cy or less/site ^(b)	1 x 10 ⁻⁷ cm/sec

^(a) For each clay borrow site to be used, perform one test and provide the results to engineer for each 2,500 cubic yards or less of clay to be obtained from each of the borrow sources.

^(b) For each clay borrow site to be used, perform one test and provide the results to engineer for each 10,000 cubic yards or less of clay to be obtained from each of the borrow sources.

C Construction

C.1 Subgrade

Compact subgrade to a minimum of 90 percent of Standard Proctor Maximum Density (ASTM D-698) prior to placing liner.

C.2 Pond Liner Clay

After fine grading is complete, place and compact approved clay material in four 6-inch lifts for a total compacted thickness of 2 feet over all pond areas, including a height of 1 foot above the normal pond water elevation. Put compacted Pond Liner Clay material for one pipe length along bedding material to a height of 6 inches above the normal pond elevation at all inlet and outlet pipes.

Notify the engineer at least three days prior to start of Pond Liner Clay construction.

Place clay in a continuous lift across the pond floor. See plans for Pond Liner Clay construction limits.

Maximum lift thickness after compaction is 6 inches.

Construct Pond Liner Clay to a minimum of 2 feet measured perpendicular to the surface.

Compact clay to a minimum of 95% Standard Proctor Maximum Density (ASTM D698) with a sheepsfoot roller or other suitable equipment.

Complete all required clay testing and documentation on a lift prior to placing the next lift.

Place clay with moisture control as follows:

- Moisture content between optimum and 7% wet of optimum as determined by ASTM D698.
- Properly moisture-condition any excessively dry or wet clay soil.
- Provide all equipment necessary to adjust clay to the proper moisture content for compaction.
- The maximum permeability of constructed clay samples collected and tested under Section B is 1×10^{-7} cm/sec.
- Contractor is responsible for constructing the Pond Liner Clay in accordance to the plans and specifications. If the in-place Pond Liner Clay fails to meet the requirements of this section, the contractor is responsible as follows:
 - Remove and replace or rework any portion of the Pond Liner Clay not meeting the project specifications until project specifications are met.
 - Contractor will not be compensated for removing, replacing and reworking clay not meeting the specification requirements.

C.3 Testing of Constructed Soils

As construction of the Pond Liner Clay proceeds, contractor will provide all required on-site quality control testing of installed materials as follows:

- Record thickness of Pond Liner Clay system as follows:
 - Four liner thickness tests per pond (minimum) or one liner thickness test every 10,000 sq. ft. of pond constructed, whichever is greater; or method approved by the engineer.
- Provide density testing (ASTM D2922) as follows:
 - One test per lift (minimum) or one test for every 25,000 sq. ft. of lift constructed, whichever is greater.
- One Standard Proctor (ATM D698) for each soil type used but no less than one Proctor analysis for each 5,000 cubic yards of clay placed.

- After Pond Liner Clay is placed and compacted, retrieve one Shelby tube sample and one bulk sample and analyze the following:
 - Grain size distribution and hydrometer analysis.
 - Moisture content.
 - Dry density.
 - Atterberg Limits.
 - Permeability.
- Contractor will provide a person certified as a HTCP Grading Technician I and Nuclear Density Technician I.
- HTCP certified person will perform all necessary sampling, testing, data analysis and documentation during all Pond Liner Clay placement and compaction.
- Contractor will provide department all testing results and required documentation within 30 days after completion of the pond.

Contractor will provide department access for on-site testing, inspection and documentation.

C.4 Pond Dewatering

Contractor is responsible for the temporary lowering of the water table below the pond bottom during construction and testing of the pond.

Water table elevation is unknown.

D Measurement

Department will measure Pond Liner Clay by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Pond Liner Clay	CY

Payment is full compensation for dewatering areas of Pond Liner Clay; furnishing and placing Pond Liner Clay; any required testing; and all incidentals to complete the work.

10.3 Yard Hydrant Assembly, Item SPV.0060.02.

A Description

Furnish and install a yard hydrant assembly to be located within the salt storage facility in accordance to the plans and specifications for the Standard Specifications for Sewer & Water Construction in Wisconsin, latest edition.

B Materials

Yard hydrant shall be a sanitary yard hydrant, with backflow protected, automatic draining, and freezeless. Yard hydrant shall have an overall bury depth of 7 feet. Yard hydrant shall have a diverter spout, a hose connection backflow preventer, NIDEL Model 34HF, ASSE 1057 and single check vacuum breaker. Yard hydrant shall be Woodford model S3, Executive model 2137E, or equal.

Provide all fittings necessary and connections to the 2 inch copper water service.

C Construction

Perform all construction in conformance with the Standard Specifications for Sewer & Water Construction in Wisconsin, latest edition.

The finish elevation of the yard hydrant casing cover shall be set 6" above finished grade.

D Measurement

The department will measure Yard Hydrant Assembly 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.0060.02	Yard Hydrant Assembly	Each

Payment is full compensation for furnishing and installing all materials, including yard hydrant assembly; for making connections necessary to complete the work; for furnishing all excavation, backfill, disposal of surplus material, and for cleanup.

10.4 Sedimentation Basin, Item SPV.0060.03.**A Description**

Design, supply and maintain a sedimentation basin used to de-water the retention pond.

B (Vacant)**C Construction**

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

D Measurement

The department will measure Sedimentation Basin as each individual basin installed in accordance to the contract 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.0060.03	Sedimentation Basin	Each

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

10.5 Water Copper 2-Inch, Item SPV.0090.01.

A Description

Furnish and install a new 2 inch copper water service lateral, including tubing, fittings, miscellaneous appurtenances and accessories and connections to the existing Village of Ashwaubenon curb stop and the new yard hydrant to be located within the salt storage facility.

B Materials

All underground water piping 2 1/2 inches or smaller shall be Type K soft annealed seamless copper and shall conform to ASTM B88. Fittings for copper tubing shall be cast brass having an alloy of 85% copper, 5% tin, 5% zinc and 5% lead. Fitting shall be compression fittings. Bedding and cover material shall be sand conforming to the gradation requirements of Table 35 and granular backfill shall be in accordance to Table 39 in the Standard Specifications for Sewer & Water Construction in Wisconsin, latest edition. Provide granular backfill from the top of the cover material to the bottom of the base course in all areas that have asphalt pavement or are within the Salt Storage Facility.

C Construction

Provide a minimum of 4 inches of bedding material below the pipe and a minimum of 6 inches cover material above the pipe. Perform all construction in conformance with the applicable sections the Standard Specifications for Sewer & Water Construction in Wisconsin, latest edition. The water service shall be tested for leaks prior to placement of asphalt pavement. Provide a minimum of 7 feet bury below final design grades.

D Measurement

The department will measure Water Copper 2-Inch by the linear foot measured along centerline of tubing from the centerline of the existing curb box to the centerline of the new yard hydrant, 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.0090.01	Water Copper 2-Inch	LF

Payment is full compensation for furnishing and installing all materials, including tubing, fittings, connections to the existing curb box, connection to the new yard hydrant, fittings required, all excavation, dewatering, bedding material, cover material, granular backfill, testing, and disposal of surplus materials.

11. Lighting / Electrical.

11.1 General Requirements for Electrical Work.

Amend standard spec 651.2, Materials, by adding the following paragraphs:

- (7) The approved products list is located at:
<http://www.dot.wisconsin.gov/business/engrserv/docs/ap0/electrical.pdf>

12. Miscellaneous / Incidental Construction.

12.1 Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200 per day to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

12.2 Furnishing and Planting Plant Materials.

The work under this item shall be in accordance to the plans, standard spec 632, as shown on the plans, and as hereinafter provided.

Modify standard spec 632.2.1 to include the following:

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the “Plant Hardiness Zone Map” produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

Modify standard spec 632.2.2.8 as follows:

A list of sources for plants shall be furnished in accordance to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

Modify standard spec 632.2.3.4 to include the following:

Planting mixture blend shall be reviewed and approved by the engineer or construction representative before use on project. The engineer reserves the right to reject planting mixture that does not conform to the specifications and/or does not come with the appropriate material certificates. The engineer may require the contractor to take samples

(for USDA soil texture classification, pH, % organic matter, nutrient content, cation exchange capacity, soluble salts, and the presence of any materials deleterious to plant growth) and provide testing through a qualified testing laboratory approved by the State of Wisconsin to confirm that topsoil meets the requirements outlined in Section 625.

Modify standard spec 632.2.4.2 as follows:

For fertilizer used in plant holes, provide a three-year release, water-soluble fertilizer contained in a micropore slow release polyethylene packet. Each packet shall contain two ounces of fertilizer. A single 2-ounce packet is considered one unit. The fertilizer shall conform to the following minimum requirements:

Nitrogen, not less than ----- 16%
Phosphoric Acid, not less than ----- 8%
Potash, not less than -----8%

For trees: The contractor shall use a minimum of two units and shall provide two units per caliper inch of tree trunk diameter. For one-half caliper measurements, the contractor shall round up. For example, a 2 ½" caliper tree should receive six units of fertilizer.

For shrubs: The contractor shall use a minimum of two units and shall provide one unit per 12 inches of plant height or spread.

Modify standard spec 632.2.7 as follows:

Do not use wrapping on plant material.

Modify standard spec 632.2.9 as follows:

Rodent protection shall be rigid plastic mesh made of recycled HDPE with an open mesh matrix ¾" by ¾" with each strand approximately 1/8" x 1/8" x 1/8". Product shall be UV treated and shall have a life expectancy of up to five years. Protection shall be 48 inches high. Contractor shall supply source of rodent protection to the engineer. All sources will be subject to verification and approval by the engineer.

Contractor shall use granular or similar rodent bait for shrub beds as needed and only as approved by engineer.

Modify standard spec 632.2.10 to include the following:

Contractor shall use 18" long soft polymer webbing strap with grommets at end of the two ends to secure wire or twine to tree. Contractor shall supply source of webbing straps to the engineer. All sources will be subject to verification and approval by the engineer.

The contractor shall provide tree stabilization for all trees:

- Planted on slopes greater than 4:1;
- Planted in areas prone to high winds;
- Planted in areas prone to flooding or with seasonally saturated soils;
- At the discretion of the landscape contractor to ensure viable, healthy plantings;
- At the discretion of the engineer.

Modify standard spec 632.3.1 as follows:

The normal spring planting season for all plants shall extend to June 15. The normal fall planting season begins September 15 and shall be completed by November 15 or up until the ground is frozen. Planting of evergreen trees and shrubs, and perennials in the fall shall be completed by October 15. If the overall construction schedule dictates that planting will occur between June 15 and September 15, the landscape contractor must first obtain approval from the engineer to begin installation outside of the normal planting seasons. If the engineer grants approval of the request, the contractor will also be held fully responsible for any and all additional maintenance associated with planting outside of the normal planting seasons including, but not limited to, supplemental watering above and beyond the typical, specified landscape maintenance and care cycle schedule.

Revise standard spec 632.3.1 to include the following:

Contractor shall take care not to damage or disturb adjacent finished landscape and will be responsible for seeding or sodding to repair any and all damage caused to adjacent seeded and/or sodded areas.

Revise standard spec 632.3.3 to include the following:

Landscape contractor shall stake out locations of all plant holes and obtain approval of staked location from construction representative or engineer before planting.

Revise standard spec 632.3.4 to include the following:

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. The bottom of the rootball shall be in direct contact with the bottom of the hole.

Revise standard spec 632.3.4 as follows:

The minimum horizontal measurement of the plant hole shall be no less than 24 inches greater than the diameter of the ball, container, or root mass for the full depth of the planting hole.

Standard spec 632.3.7 shall include the following:

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the entire root ball of B&B plants unless engineer determines that removal of said material will be detrimental to plant stability and/or establishment.

Revise standard spec 632.3.18.1.1 and standard spec 632.3.18.1.2 as follows:

The plant establishment period shall be one year and shall begin and end on the date of substantial landscape completion as determined by the engineer.

Standard spec 632.3.19.1 shall include the following:

The contractor shall remove all staking, bracing wire material, and other plant stabilization material at the end of the required establishment period.

The contractor shall leave in place all rodent protection measures at the end of the required establishment period.

The interval for a care cycle shall be 10-14 days between April 15 and October 31. There will be 13 required care cycles in a growing season.

The contractor shall perform a complete and thorough spring clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Spring clean-out shall be performed during the first care cycle of the year (between April 15 and May 1) or as soon as weather and growing season conditions permit. Contractor shall not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Spring clean-out shall include removal of past-season herbaceous material that was left standing over winter, cutting back ornamental grasses to within 3 inches of the mulched surface, removing any material damaged over the winter by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

The contractor shall perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Fall clean-out shall be performed during the last care cycle of the year (between October 15 and October 31). Contractor shall not perform fall clean-out if the soil is saturated from rain events and shall wait until the soil moisture levels have gone down before performing the final bed clean-out. Fall clean-out shall include coordination with the individual municipality's Forester or Parks Manager to determine which herbaceous perennial and ornamental grass material to leave standing through the winter and which to cut back to the ground, removing any material damaged during the growing season by pruning according to the language outlined in standard spec 632, removal of trash or other debris

that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

The contractor shall provide supplemental water during the April 15 to October 31 maintenance period as often as necessary to ensure healthy, thriving, and established plant material.

Re-mulching is expected to be performed immediately prior to the end of the one-year proving period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment for re-mulching will not be granted.

12.3 Topsoil Special, Item SPV.0035.02.

A Description

This special provision describes excavating and disposing of material taken from within planting bed and tree planting locations in accordance to standard spec 205 and furnishing and installing topsoil at the planting bed and tree planting locations in accordance to the requirements of standard spec 625, the plans, and as hereinafter provided.

B Materials

Excavate materials in accordance to standard spec 205. Furnish topsoil materials in accordance to standard spec 625.

C Construction

Excavate materials as the plans show or the engineer allows from the planting bed areas and tree planting areas in accordance to standard spec 205. Use excavated materials in the work to the extent that it is practical. Dispose of surplus or unsuitable material as specified in standard spec 205.3.12. Place Topsoil Special in accordance to standard spec 625 in locations shown on the plans, and to a minimum depth of 24 inches.

D Measurement

The department will measure Topsoil Special by the cubic yard of excavated material, acceptably removed in accordance to standard spec 205.4.1 and acceptably replaced with topsoil in accordance to standard spec 625.4.1(3).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Topsoil Special	CY

Payment is full compensation for excavating and disposing of planting bed and tree planting area materials, furnishing and placing all topsoil materials in planting bed and tree planting areas, including excavating, loading, and hauling.

12.4 Restrictor Pipe, Item SPV.0060.01.

A Description

This special provision describes constructing a restrictor pipe within a culvert pipe at the locations shown on the plans and as hereinafter provided.

B Materials

Provide grout for the restrictor pipe consisting of either concrete or mortar conforming to the requirements of standard spec 611.2.

Provide a 6-inch PVC restrictor pipe conforming to standard spec 652.2.3.

C Construction

Construct the restrictor pipe within the culvert pipe and manhole according to the dimensions shown on the plans. Leave the restrictor pipe flush with the interior wall of the manhole.

D Measurement

The department will measure Restrictor Pipe 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.0060.01	Restrictor Pipe	Each

Payment is full compensation for providing all materials, including all masonry and pipe; placing all materials, disposing of surplus material, and for cleaning out and restoring the work site, including the manhole and culvert pipe.

12.5 Street Sweeping, Item SPV.0075.01.

A Description

Remove small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

B (Vacant)

C Construction

Provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

D Measurement

The department will measure Street Sweeping by the hour, acceptably completed, that the street sweeper is on the project picking up and removing debris from the roadway.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

12.6 Tall Fescue Seed, Item SPV.0085.01.

A Description

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

B.1 Materials

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

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

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

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

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

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

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

Contractor shall provide seed blend to engineer for final review and approval and shall include, from seed vendor, certification of seed showing mix composition and a guarantee of germination and the following information: Scientific name of genus and species (subspecies and variety as necessary) and guarantee that seeds are true to species, bulk weight of seed, PLS, supplier lot identification, calendar year in which seed was collected, seed origin (geographical location), seed supplier contact information including company name, address, phone number, contact person's name and e-mail address.

C Construction

Seeding shall occur between April 15 to June 1 or September 1 to October 15.

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

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

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

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Tall Fescue Seed	LB

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

12.7 Salt Storage Facility, Item SPV.0105.01.

A Description

The work under this item shall consist of furnishing and installing a complete salt shed structure and all associated items herein. All items needed to complete a salt storage facility shall be included in the lump sum bid item. The salt storage facility shall be constructed according to the appropriate drawings and the following specifications.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Salt Storage Facility as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Salt Storage Facility	LS

Payment is full compensation for furnishing all materials, tools and labor needed to install a complete salt shed structure as hereinafter provided including the foundation, walls, roof, and all other accessory items specified herein, included but not limited to, all excavation, backfill, grading, concrete reinforcing, miscellaneous metals, doors, electrical and accessories.

PART 1 – GENERAL

1.01 Description

- A. The work shall consist of the design and construction for a permanent pre-engineered wood building based on the Hi-Arch Gambrel design as provided by Advanced Storage Technology, Inc., Wheeler, Inc., Bulk Storage, Inc. or approved equivalent that satisfies the requirements herein. The building shall be weather tight, and suitable for the bulk storage of salt and other materials used for roadway abrasives. The building shall also have an attached lean-to, as described herein. The design of the foundations of the building with the attached lean-to shall be provided as part of the contractor's building design, based on information obtained by means of a subsurface investigation and geotechnical analysis provided by the department. The building design shall meet or exceed the performance and dimensional criteria and other requirements of this specification.
- B. The department reserves the right to consider bids for structures varying in minor respects from any specific requirements specified herein, but judged to meet the intent of this specification.

C. Definitions:

1. The term "floor" means the exposed portion of the hot mix asphalt surface of the building site that lies within the inner building perimeter.
2. The term "salt" means sodium chloride used to melt snow and ice from roadway surfaces.

D. Related Work Specified in Part 2

1. Earthwork and Foundation Excavation.
2. Building Floor.
3. Final Grading and Restoration.
4. Electrical Work.

1.02 Quality Assurance

Contractor shall be responsible for the duration of construction for all products, components, accessories, and methods used in constructing the building.

The minimum printed code standard requirements of the following organizations for material quality, fabrication, and installation procedures shall be met or exceeded, for applicable methods employed in the building design:

American Institute of Steel Construction	(AISC)
American Concrete Institute	(ACI)
American Institute of Timber Construction	(AITC)
American Iron and Steel Institute	(AISI)
American Plywood Association	(APA)
American Softwood Lumber Standard: U. S. Department of Commerce PS-20	
International Building Code, current edition	(IBC)
National Design Specifications for Wood Construction	(NDS)
Truss Plate Institute standards	(TPI)
Underwriters Laboratories, Inc.	(UL)
Canadian Standards Association	(CSA)
American Standards for Testing Materials	(ASTM)

1.03 Submittals

Furnish the following information as proof of conformity to design and performance criteria requirements of this specification. The information (for both submittal phases, below) shall be stamped with the registration seal of an architect or a professional engineer, licensed in the state of Wisconsin and bearing the original stamp and signature of such architect or professional engineer.

- A. Furnish a complete set of properly certified design drawings, indicating in detail all features of the proposed building.
- B. The submittal shall include the following information at a minimum:
 1. Complete design calculations for building and foundation work.
 2. For prefabricated structures: original working drawings, or copies of complete fabrication and erection drawings, material lists, and detailed erection instructions.
 3. Foundation work: detailed drawings for preparation and construction.

1.04 Code Compliance

Build the structure in conformance with all applicable codes. Consult the state of Wisconsin and the municipality's website for information on all adopted codes and other ordinances. The governing building code is the 2011 Wisconsin Commercial Building Code SPS 360-366, which adopted by reference the 2009 International Building Code and companion codes. The department will submit the project documents for any required review prior to commencement of construction; however, the contractor shall be responsible to execute the construction of the building so as to achieve compliance. Provide properly stamped and signed drawings, calculations, and any required worksheets to the engineer. The engineer will submit all documents to Sara Grimme, Strand Associates, Inc., 910 West Wingra Drive, Madison, WI 53715, (608) 251-4843, who will submit the building plans for review by the Wisconsin Department of Safety and Professional Services, Industrial Services Division.

PART 2 – RELATED WORK

2.01 Earthwork and Foundation Excavation

Perform excavation for building footings in accordance to the recommendations in the report of subsurface investigation and geotechnical analysis provided by the department. Note that over-excavation and backfill may occur in some areas of the building footprint. After completing the excavation for footings, the department's Regional Soils Engineer will inspect the site and determine if the foundation is adequate for the intended loads. Allow the Regional Soils Engineer two working days to perform the inspection.

2.02 Building Floor

Coordinate Hot Mix Asphalt Pavement work with the building erection.

2.02 Final Grading and Restoration

Perform all work related to final grading and site restoration in accordance to other portions of these specifications.

2.03 Electrical

Coordinate with the local electric utility to provide transformer, pad, secondary conductors, and meter. Provide conduit from the transformer for secondary conductors under this contract. Provide current transformer (CT) cabinet/meter pedestal under this contract. Provide all other electrical devices, lighting, and equipment under this contract.

PART 3 – DESIGN CRITERIA and PRODUCTS

3.01 Salt Storage Building Design and Performance Criteria

A. General

The building shall be based on the Hi-Arch Gambrel design as provided by Advanced Storage Technology, Inc., Wheeler, Inc., Bulk Storage, Inc. or approved equivalent that satisfies the requirements herein.

B. Dimensional Requirements for Rectangular Building

Width:	60-feet
Length:	80-feet
Vertical Side Wall Height:	12-feet above finished floor, minimum
Overall Height:	Not to exceed 40'-0" above finished grade

C. Loading Method

The building shall be filled without the use of conveyors, grain augers, or similar loading equipment. For this reason, it shall be designed to permit delivery of materials directly into the building, including by such vehicles as tractor-trailer trucks.

D. Storage Method

The building shall, when filled to capacity, enclose the material stored entirely within the structure, exclusive of the entranceway. Pile sides shall be enclosed by the interior barrier wall described in 3.01.H. The remaining uncontained pile sides, above the contained portion, shall be assumed to be sloped at a 32-degree angle of repose.

E. Building Structural Requirements

Provide a rigid, self-supporting structure comprised of standard building framing components, or an approved building system of integrated structural components, complete with necessary foundations which are designed to securely and permanently support roof and wall construction. Building shall meet or exceed the following minimum structural design criteria:

1. Ground Snow Load: 40 pounds per square foot
2. Lateral Wind Load: 90 mph, Exposure C
3. Soil Bearing Pressure: maximum 1,500 pounds per square foot
4. Seismic Design Category: A

F. Building Products: Meet the following minimum required standards for the products listed.

1. Concrete

Concrete shall, if used in the building design, have a minimum compressive strength of 3,000 psi at 28 days. Provide QMP for class III ancillary concrete as specified in standard spec 716.

Note: Concrete shall not be used where it is in direct contact with salt.

2. Preservative Treated Wood

a. General:

- Treat lumber as herein specified.
- Comply with applicable American Wood Preserver's Association (AWPA) requirements.
- All timbers to be dressed timbers.
- All lumber to be kiln dried to a maximum moisture content of 19 percent before treatment.

b. Treat all above-ground lumber exposed to weather, or directly in contact with salt, with water-borne preservatives for above-ground use, complying with AWPA-LP-2 (CCA .40).

c. Treat load-bearing wood members placed in the ground, or encased in concrete, with below-ground water-borne preservatives complying with AWPA-LP-22 (CCA .60).

- d. Any wood components with a nominal thickness of 2-inches or less shall have a moisture content not to exceed 19 percent when installed.

3. Metal Plates and Fasteners

- a. Design metal plates and fasteners used in the building (truss bearing plates, shear plates, truss gusset plates, joist hangers, nails, bolts, nuts, washers, screws, etc.) that are in direct contact with salt, or that are exposed to an atmosphere containing salt, to resist corrosion due to such contact or exposure.
- b. Items listed below (if used in the building) shall meet the following specific requirements:
 - Truss bearing plates, bolts, and washers: to be stainless steel.
 - Truss gusset plates: to be galvanized steel, epoxy coated.
 - Joist hangers: to be triple-zinc coated.
 - Nails applied to CCA or CDX lumber shall be galvanized.

G. Interior Space

Provide unobstructed interior space to allow charging and re-charging of the pile storage area to full capacity, and to allow unimpeded loading of truck-spreader vehicles with front-end loading equipment. Provide the entire interior floor area free of columns or roof supports of any type.

Minimum Center Clearance: Provide a 30-foot clear height at the center of the building width and extending the length of the building. This clearance shall be maintained in an area at least 20 feet wide, centered on the entranceway and running the length of the structure.

H. Interior Barrier Wall: Provide a suitable interior protective barrier wall conforming to the following:

1. Barrier wall and supports to be pressure treated wood, complying with 3.01 F. 2. above. No concrete to be used above grade.
No matter what type barrier wall is used, exterior braces must be provided to support the wall columns and to support the loads on the wall described below.
2. Design the barrier wall to resist the weight (i. e., forces) of salt and sand assuming the following loading conditions:
 - a. Salt and sand will be stored to a contained height of twelve feet (12') against the barrier wall.
 - b. The salt and sand will further slope upwards and away from the wall toward a peak or ridge in the center of the building at a 32 degree angle of repose.
 - c. The resulting horizontal force created against the wall will be 0.719 times the weight of the sand and salt.
3. Design wall to resist salt and sand load of 100 pounds per cubic foot, to resist a horizontal impact load of 250 pounds, and to resist structural damage from abrasion by salt loading equipment.

4. Design and construct the barrier wall to require minimal maintenance. It shall be arranged for easy replacement of components by maintenance personnel without requiring the use of heavy equipment.

I. Exterior Wall Construction

1. Provide exterior wall system or components of pressure treated wood to provide a durable weather-resistant barrier, which may be maintained easily by the department with non-proprietary products readily available for such purpose. Exposed components of wall shall be painted with a single coat of latex wood primer followed by 2 coats of exterior solid color acrylic latex stain. Color to be reviewed, selected and approved by the engineer. Engineer shall coordinate color selection with The Village of Ashwaubenon. Contact Allison Swanson, Village of Ashwaubenon Manager, at 920-492-2327. Color shall be a dark tan, Desert Wood (SW3030) by Sherwin Williams, Olive Branch (DP 366) by Behr, or approved equivalent.
2. Design and construct solid enclosures around all wall bracing that is visible from outside the building. Enclosures shall be clad with siding to match the building siding and capped to prevent water entry. Provide exterior grade plywood and supplemental timber framing as required for enclosures to withstand specified design wind loads. Paint to match building color.

J. Doors

1. Provide one unobstructed rectangular entrance opening, nominal dimensions to be 30-feet high by 20-feet wide.
 - a. In this opening, provide an upward acting sectional door (overhead) designed for 20 pounds per square foot minimum wind load. Supply and install all wood head and jamb framing and blocking as called for by door manufacturer. Door shall be a heavy duty aluminum unit, 1.75 inches thick with 3-inch heavy gauge galvanized steel tracks. Door shall be painted with a 3-coat oil-based paint system to match building color selected by the engineer.
 - b. A chain hoist to provide capability for manual operation of door shall be included.
 - c. Electric door operator shall be jack shaft, side mounted, model as recommended by door manufacturer for door size and lift condition, with standard hardware operable both from inside and outside of building. Door shall be 240V, single phase.
2. In the wall adjacent to the main entranceway, furnish and install one 3'-0" x 7'-0" exterior grade fiberglass swing-out pass door with jambs and hardware, color as selected by the engineer. Doors shall be rated for high use and high resistance to impact. Provide heavy duty stainless steel butts, heavy duty stainless steel lever locksets, stainless steel kickplate and weatherstripping. Locksets shall be keyed as directed by the department.

K. Pipe Bollards

Furnish and install four pipe bollards (two interior and two exterior) to be used as door jamb guard posts, minimum 6 inches in diameter and 8 feet in length, consisting of Schedule 80 galvanized steel structural pipe, filled with concrete. Furnish grade A, A-FA, A-S, A-T, A-IS, and A-IP concrete conforming to standard spec 501.2 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716. Form concrete crown at top of bollard. These shall be embedded in concrete footings, and painted federal safety yellow with a 3-coat epoxy paint system (primer plus two finish coats). Painting shall extend the length of the pipe to the surface of the footing.

L. Roofing System (General)

Provide materials and surface finishes conforming to the guarantee specified in Section 1.04, requiring minimum maintenance and conforming to, or exceeding, the Underwriters' Laboratories, Inc. Class C rating requirements (labels are not required). Unprotected aluminum or bare steel surfaces are not acceptable.

1. Type: Prefabricated or site-built, complete with all necessary accessories, fastening devices, trim, and flashings.
2. Drainage: Positive slope; no standing water.
3. Strength: Comply with structural criteria specified in Section 3.01.E.
4. Wind Resistance: 60 pounds per square foot (uplift) for adhesive applied products, UL Standard 997 for shingle type products.
5. Compatibility: All materials to be physically and chemically compatible with each other and with adjacent building components.
6. Products:
 - a. Metal roofing shall consist of 29 gauge galvanized coated steel panels, with color matched fasteners, carrying a manufacturer's warranty of 30 years, color to be selected by engineer. Acceptable products are GrandRib 3 Plus by Fabral with Enduracote finish, Stormproof by MBCI with Signature 200 paint system, Max Rib by McElroy with siliconized polyester paint system, or equivalent. Color of roof panels and trim shall be Hunter Green 607 by Fabral, Fern Green by MBCI, Evergreen by McElroy, or approved equivalent.
 - b. Roofing felt base underlayment shall be 30 pounds, asphalt coated.
 - c. Sheathing shall be APA rated, 5/8-inch thick nominal, CDX plywood roof sheathing. In no case shall metal roofing be applied directly to trusses.

M. Ventilation

Provide suitable openings located at or near the highest point of the roof to provide a minimum ratio of 1 square inch of free air area for each 55 square feet of building floor area.

N. Translucent Panels

Provide 4'-0" high, minimum, polycarbonate roof lights with translucent glazing in a continuous strip along both sides of roof where pitch changes.

3.02 Lean-to Design and Performance Criteria.

A. General Structural Criteria

1. Provide an adjunct structure, hereinafter referred to as the "lean-to", comprised of standard building framing components, or an approved building system of integrated structural components, complete with necessary foundations designed to support the superstructure.
2. Building and foundations shall meet or exceed the structural design criteria specified in Section 3.01 E. and F.
3. If the roof of the main structure is designed to allow movement; the roof structure of the lean-to shall be designed so as not to interfere with such movement. Roofing materials shall be as called for in Section 3.01 L. and shall be protected by the same guarantee.

B. Location: The lean-to shall be located on the left side of the Salt Storage Facility when facing the entranceway.

C. Dimensions: Nominal dimensions of the lean-to shall be 30-feet deep by 80-feet long with a 16-foot eave height, with column spacing 12'-0" on center.

D. Components: Exterior materials and finishes such as roofing, siding, paint or stain, etc., shall be as similar as possible to, and in all cases functionally and aesthetically compatible with materials used for the main salt storage facility.

E. The lean-to shall have one overhead door at each end and one pass door at each end of the side wall, immediately around the corner from each overhead door. Doors shall meet the same criteria as in Paragraph 3.01. J. above, except that the dimensions of the overhead doors shall be 14-feet x 14-feet. Overhead doors shall have manual chain hoists. The dimensions of the pass doors shall be 3'-0" x 7'-0".

F. Provide eight pipe bollards similar to those described for the main building.

3.03 Installation and Erection

A. Provide all required footings, foundations, and/or other required substructures or supports at the required elevations on properly prepared subgrade, as required for the erection of the complete storage building.

B. Foundations shall be of size and depth required to resist frost action.

C. Bid price shall include the cost of foundations appropriately designed to support the proposed structure.

D. Provide the salt storage building and required appurtenances, erected on abovementioned foundations, conforming to the performance requirements of these specifications complete and prepared for the storage of salt.

3.04 Electrical Design and Performance Criteria

A. Conduit

1. All conduit 12'-0" above finished grade and higher shall be heavy wall rigid, Schedule 40 PVC.
2. All conduit in earth, except within six feet of a building or structure footing or wall shall be heavy wall rigid, Schedule 40 PVC. All conduit within six feet of a building shall be PVC coated rigid.
3. All conduit between 0'-0" and 12'-0" above finished grade shall be rigid aluminum.
4. All conduit protruding from concrete slabs shall be PVC coated rigid steel. PVC coated rigid steel conduit shall be internally and externally hot dipped galvanized rigid metal conduit with hot dipped galvanized threads and PVC coating. PVC coating shall be UL Listed with rigid metal conduit, and PVC coating shall have external 40 mil thickness with an internal 2 mil urethane coating.
5. All conduit used for equipment connections shall be liquid-tight flexible metal conduit. Liquid-tight flexible metal conduit shall be electro-galvanized single strip steel with PVC coating and integral grounding conductor.
6. All conduit shall be UL listed for the application where being used. All conduit shall be minimum 3/4" size.
7. Conduits shall be attached to building surfaces and not suspended unless installed in a Unistrut-type conduit rack. Individual conduits shall not be suspended. Clevis hangers are not allowed. Run conduits grouped and parallel or perpendicular to construction.
8. Conduits shall not be run in slabs-on-grade or structural topping slabs. Conduit attached to building surfaces shall be spaced out to avoid rust and/or corrosion using fittings approved for the use.
9. Use back-straps on all conduit or mount conduit with Unistrut straps, or equal.
10. Watertight hubs shall be used in all locations.
11. All conduit installed below grade shall be buried a minimum of 2 feet 0 inches with sand backfill.
12. All conduit below floor slabs shall be buried a minimum of 1 foot 0 inches below slab.
13. All supporting devices shall be PVC, unless noted otherwise.

14. Liquid-tight flexible conduit shall be installed in such a manner that liquids tend to run off the surfaces and not drain toward the fittings.
15. All runs of flexible conduit to equipment and devices shall be as short as practicable, of the same size as the conduit it extends, and with enough slack to reduce the efforts of vibration to a minimum.
16. A minimum of 18 inches of flexible conduit shall be installed for each motor.
17. Provide conduit expansion-deflection fittings in all conduit runs where movement perpendicular to axis of conduit may be encountered.

B. Wire

1. All wire shall be new stranded copper, type XHHW-2, no smaller than 12 AWG.
2. Provide insulated, silicone-filled spring wire connectors with plastic caps for 8 AWG conductors or smaller. Connectors shall be silicon-filled safety connectors.
3. Spring wire connectors shall only be allowed in junction, outlet, or switch boxes. Spring wire connectors are not allowed for terminating of motor conductors.
4. All feeder cable connections to motor leads up to 600 volts shall be insulated and sealed with factory engineered kits.
5. Motor connection kits shall consist of one hole copper compression lugs for 6 AWG and larger, split bolt connector for 8 AWG and smaller, and motor lead pigtail splice kit. Individual components shall be as follows: 1. Split bolt connectors shall be for use with copper conductors only. 2. Lug size shall be selected based on motor and feeder wire sizes installed. 3. Pigtail splice kit shall consist of one-hole lug cover, locking pin, silicone grease, and mastic sealing strip. Kit shall be selected based on motor, feeder, and lug sizes installed. No splices will be allowed unless approved by the engineer.
6. Provide preprinted adhesive or heat shrink-type wire numbering labels at all terminations.
7. Wire numbering preprinted on the conductor, flag-type labels, and individual wraparound numbers (e.g., Brady labels) are not acceptable.

C. Pull and Junction Boxes

1. All pull and junction boxes shall be cast of aluminum to match conduit installation. Pull and junction boxes where used with PVC conduit shall be PVC or FRP.
2. All boxes attached to building surfaces shall be spaced out to avoid rust and/or corrosion.

3. All boxes shall be on 1-inch standoffs.

D. Wall Switches

1. All light switches shall be industrial specification grade, snap switch, 20 amperes, 277 volts, number of poles as shown on the drawings.
2. All light switches shall have NEMA 4X weatherproof toggle switch covers.
3. Mounting height for all light switches shall be 48 inches above finished floor.

E. Manual Motor Switches

Manual motor switches for 120V or 240V motors on circuits 20 amps or less shall be specification grade snap switch as specified above.

F. Receptacles

1. All receptacles shall be 20 ampere, 125 volt, NEMA 5-20R, Industrial specification grade, straight blade, 3-wire, duplex, grounded outlets.
2. Receptacles shall be mounted vertically. GFI receptacles shall have integral ground fault current interrupter.
3. GFCI receptacles shall not be series wired. Provide NEMA 4X while-in-use cover for all receptacles. Mounting height for all receptacles shall be 48 inches above finished floor.

G. Surge Protective Device

1. Branch panel surge protective device shall provide effective energy surge diversion for application in ANSI/IEEE C62.41-2002 location Category B3. Testing shall be per ANSI/IEEE C62.45-2002 using ANSI/IEEE C62.41 Category B3 waveforms and amplitudes.
2. The system individual unit shall be UL listed under UL1449, latest edition, Standard for Surge Protective Devices (SPD).
3. Surge ratings shall be permanently affixed to the SPD. Surge protective device shall be MOV type.
4. The maximum surge current capacity shall be at least 160 kA per phase.
5. The surge life (8/20 microsecond waveform) shall be at least 6 kA for 10,000 occurrences or 10 kA at 20 kV for 16,000 occurrences. SPD shall have a nominal discharge rating (In) of 10 kA.
6. Unit shall provide maximum ANSI/UL 1449 VPRs for 240/120 volt, single phase.
 - A. L-N = 800 V.
 - B. L-G = 900 V.
 - C. N-G = 700 V.
 - D. L-L = 1500 V.

H. Panelboards

1. Lighting and appliance panelboard shall be 120/240 volt, single phase, 30 circuit, having an interrupt rating of 14 kAIC, 100 amp rated with 100 amp Main Circuit Breaker. Panelboard shall have individually mounted main circuit breaker, branch mounted main circuit breakers are not allowed.
2. Panelboard shall have copper bussing. All circuit breakers shall be bolt-on type. Panel shall have separate ground and neutral buss bars.
3. Balance load on panelboard so phases are balanced to within 15% of each other. Reconnect or redistribute circuits and/or circuit breakers to achieve balanced condition. Submit ammeter readings for all panelboard feeders indicating normal operating load and phase balance.
4. Provide typewritten panel schedule in panelboard.

I. Interior (Type A) Light Fixtures

1. Interior (Type A) light fixtures shall be 400 watt, 120 volt enclosed protected metal halide fixtures with stainless steel latches and corrosion resistant finish, or approved equal.
2. Fixture shall have electronic quartz restrike lamp and a CWA electronic ballast.
3. Fixture shall have internal fusing.
4. Fixture shall be corded with twist-lock receptacle style connection.
5. Fixture shall be UL listed for wet locations.
6. Fixture shall be furnished with lamps.

J. Interior (Type C) Light Fixtures

1. Interior (Type C) light fixture shall have dual 6 volt, 7.2 watt heads, incandescent wedge base lamps, or approved equal.
2. Fixture shall have sealed and gasketed housing with hinge cover.
3. Fixture shall be installed with sealed lead acid maintenance free battery to power fixture at 15 watts for 90 minutes minimum.
4. Fixture shall have red push-to-test switch and internal fusing.
5. Battery shall have fully automatic solid-state, two-rate charger that initiates battery charging to recharge a discharged battery within 24 hours.
6. Fixture shall be 120 volt and be UL listed for wet locations.

7. Fixture shall be furnished with lamps.

K. Exterior (Type B) Light Fixtures

1. Exterior (Type B) light fixtures shall be 100 watt, 120 volt enclosed metal halide fixtures with curved mounting arm, or approved equal.
2. Fixture shall have a CWA electronic ballast
3. Fixture shall have internal fusing. Fixture shall be UL listed for wet locations.
4. Fixture shall have integral photocell.
5. Provide mounting hardware as necessary for mounting locations shown on the drawings.
6. Fixture shall be furnished with lamps.

12.8 Survey Project 1133-03-70, Item SPV.0105.02.

A Description

Perform work according to standard spec 105.6 and standard spec 650.

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

Replace standard spec 105.6.2 with the following:

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

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

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

Delete standard spec 650.1.

B (Vacant)

C Construction

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

D Measurement

The department will measure Survey Project 1133-03-70 as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Survey Project 1133-03-70	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

12.9 Truck Scale, Item SPV.0105.03.

A Description

The work under this item shall consist of furnishing and installing a complete above ground truck scale, weight indicator with remote display, electrical conduit and wiring, concrete foundation, platform and approaches, paint, and all associated items noted herein and as necessary for a complete installation. All items needed to complete an above ground truck scale shall be included in the lump sum bid item. The above ground truck scale shall be constructed according to the appropriate drawings, the following specifications and in accordance to U.S. Department of Commerce, National Institute of Standards and Technology, NIST Handbook 44, current edition.

B Materials

B.1 General

The engineer may allow alternate components equal to the manufactured components this special provision specifies. The engineer may require modification of the plan details to accommodate alternates.

B.2 Components

B.2.1 Above Ground Truck Scale

Furnish a 30 foot by 11 foot above ground truck scale with a minimum 90,000 pound concentrated load capacity and a 90 ton overall capacity as manufactured by Fairbanks Scales model Talon HV Concrete Deck Above-Ground Truck Scale, or Mettler Toledo model VTC221 Concrete Deck Truck Scale, or approved equivalent product as approved by engineer.

B.2.2 Rocker Column Load Cell

Furnish stainless steel load cells, 4" steel riser plates under load cells, stainless steel sheathed load cell cable, and hermetically sealed load cell cable entry point as manufactured by Fairbanks Scales, or Mettler Toledo, or approved equivalent product as approved by engineer.

B.2.3 Concrete Platform

Furnish 10" thick reinforced concrete platform along with 8" thick reinforced concrete approaches as manufactured by Fairbanks Scales, or Mettler Toledo, or approved equivalent product as approved by engineer. Provide QMP for class III ancillary concrete as specified in standard spec 716.

B.2.4 Weight Indicator

Furnish weight indicator as manufactured by Fairbanks Scales model 2500-F1 Interlogix Technology Weight Indicator, or Mettler Toledo model IND560PDX, or approved equivalent product as approved by engineer.

B.2.4 Paint

Furnish Marine Grade Paint that resists salt using a Zinc Clad, Macropoxy and Acronlon multi-step process as provided by Fairbanks Scales, or Mettler Toledo, or approved equivalent product as approved by engineer.

B.2.5 Weight Indicator Enclosure

Furnish molded Fiberglass Reinforced Polyester (FRP) or stainless steel industrial enclosure with Lexan viewing window, stainless steel quick release latches or padlock hasp. Enclosure shall be NEMA Type 4X and IP66 rated, fully gasketed with integral mounting flange. Enclosure shall include aluminum mounting plate with surge protective device, 120VAC duplex outlet, and thermostatically controlled heating system. Enclosure shall be as manufactured by Fairbanks Scales, Mettler Toledo, or approved equivalent product as approved by engineer.

B.2.6 Remote Display

Furnish pole-mounted remote display as manufactured by Western Weighing Technologies model Aurora 45 Remote Display, or Mettler Toledo model ADI 320 4" Remote Display, or approved equivalent product as approved by engineer. Furnish pole and all mounting hardware as required by manufacturer.

B.2.4 Electrical

Provide manufacturer recommended cable, length as required, for communication and power between load cells and weight indicator.

B.2.4.1 Conduit

- (1) All conduit in earth, except within six feet of a building or structure footing or wall shall be heavy wall rigid, Schedule 40 PVC. All conduit within six feet of a building shall be PVC coated rigid.
- (2) All conduit between 0'-0" and 12'-0" above finished grade shall be aluminum.

- (3) All conduit protruding from concrete slabs shall be PVC coated rigid steel. PVC coated rigid steel conduit shall be internally and externally hot dipped galvanized rigid metal conduit with hot dipped galvanized threads and PVC coating. PVC coating shall be UL Listed with rigid metal conduit, and PVC coating shall have external 40 mil thickness with an internal 2 mil urethane coating.
- (4) All conduit shall be UL listed for the application where being used. All conduit shall be minimum 3/4" size.
- (5) Conduits shall be attached to building surfaces and not suspended unless installed in a Unistrut-type conduit rack. Individual conduits shall not be suspended. Clevis hangers are not allowed. Run conduits grouped and parallel or perpendicular to construction.
- (6) Conduits shall not be run in slabs-on-grade or structural topping slabs. Conduit attached to building surfaces shall be spaced out to avoid rust and/or corrosion using fittings approved for the use.
- (7) Use back-straps on all conduit or mount conduit with Unistrut straps, or equal.
- (8) Watertight hubs shall be used in all locations.
- (9) All conduit installed below grade shall be buried a minimum of 2 feet 0 inches with sand backfill.
- (10) All conduit below floor slabs shall be buried a minimum of 1 foot below slab.
- (11) Conduit seals shall be provided where conduits pass from the interior to exterior of the building.
- (12) All runs of flexible conduit to equipment and devices shall be as short as practicable, of the same size as the conduit it extends, and with enough slack to reduce the efforts of vibration to a minimum.
- (13) Provide conduit expansion-deflection fittings in all conduit runs where movement perpendicular to axis of conduit may be encountered.

B.2.4.2 Wire

- (1) All wire shall be new stranded copper, type XHHW-2, no smaller than 12 AWG.
- (2) Provide insulated, silicone-filled spring wire connectors with plastic caps for 8 AWG conductors or smaller. Connectors shall be silicon-filled safety connectors.
- (3) Spring wire connectors shall only be allowed in junction, outlet, or switch boxes. Spring wire connectors are not allowed for terminating of motor conductors.
- (4) Provide preprinted adhesive or heat shrink-type wire numbering labels at all terminations.
- (5) Wire numbering preprinted on the conductor, flag-type labels, and individual wraparound numbers (e.g., Brady labels) are not acceptable.

B.2.4.3 Pull and Junction Boxes

- (1.) All pull and junction boxes shall be cast of aluminum to match conduit installation. Pull and junction boxes where used with PVC conduit shall be PVC or FRP.
- (2.) All boxes attached to building surfaces shall be spaced out to avoid rust and/or corrosion.
- (3.) All boxes shall be on 1-inch standoffs.

C Construction

Install above ground truck scale, rocker column load cells, weight indicator with remote display, electrical conduit and wiring, concrete foundation, platform, approaches, paint and all miscellaneous items and appurtenances necessary for a complete installation per manufacturer's recommendations.

D Measurement

The department will measure Truck Scale as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Truck Scale	LS

Payment is full compensation for furnishing and installing all materials necessary to completely install an above ground truck scale with rocker column load cells, weight indicator with pole-mounted remote display, concrete foundation and platform with concrete approaches, all electrical conduit and wiring, paint, scale use permit.

12.10 Quarried Limestone Slabs, Item SPV.0180.01.

A Description

This special provision describes furnishing and installing Quarried Limestone Slabs at the locations shown on the plans and as hereinafter provided.

B Materials

Furnish durable quarry stone that is sound, hard, dense, resistant to the action of air and water, and free of seams, cracks, or other structural defects. Stone color shall represent the local color variation of the area including cream, beige, brown, and buff tones.

Use locally quarried stone (within a 200 mile radius of project site) and conforming to the size ranges indicated:

Thickness: 5 to 8 inches

Width: 18 to 40 inches

Length: 24 to 60 inches

Stone shall have a natural quarried finish; no cutting should be required to achieve the size range specified.

C Construction

Prepare the bed for the Quarried Limestone Slabs by excavating, shaping the slopes, and placing and compacting the first lift of base aggregate.

Carefully place by hand or by hand guiding the individual Quarried Limestone Slabs with close, broken joints and firmly bed into the base and against adjoining stones. Slabs shall be laid end to end abutting one another to completely cover the clay liner safety shelf.

Limestone slabs shall have a smooth, consistent surface elevation. Differences in individual slab thickness shall be accounted for using base aggregate.

The maximum gap between slabs shall be 6 inches. Gaps between slabs shall be filled with Select Crushed Material conforming to standard spec 312. Crushed concrete may not be used for this application. Place Select Crushed Material from the bottom to the top, then sweep the surface with a stiff broom and compact. Repeat this process to make the finished surface elevation free and tight and until a visually smooth surface has been achieved.

After installing Quarried Limestone Slabs, restore the surface of adjacent work and dispose of surplus material.

D Measurement

The department will measure Quarried Limestone Slabs by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Quarried Limestone Slabs	SY

Payment is full compensation for providing and placing Quarried Limestone Slabs and Select Crush Material, restoring adjacent work, and disposing of surplus material.

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

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

Make the following revisions to the 2014 edition of the standard specifications:

101.3 Definitions

Replace the definition of semi-final estimate with the following effective with the December 2013 letting:

Semi-final estimate An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

105.11.1 Partial Acceptance

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

- (2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.
-

105.11.2 Final Acceptance

Retitle and replace the entire text with the following effective with the December 2013 letting:

105.11.2 Project Acceptance**105.11.2.1 Inspection****105.11.2.1.1 General**

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
 1. Unacceptable or not complete.
 2. Substantially complete.
 3. Complete.

105.11.2.1.2 Unacceptable or Not Complete

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

105.11.2.1.3 Substantially Complete

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
 1. All lanes of traffic are open on a finished surface.
 2. All signage and traffic control devices are in place and operating.
 3. All drainage, erosion control, excavation, and embankments are completed.
 4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
 1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
 2. Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15-day requirement.
- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

105.11.2.1.4 Complete

- (1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

105.11.2.2 Conditional Final Acceptance

- (1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

105.11.2.3 Final Acceptance

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

105.13.3 Submission of Claim

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

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

107.17.3 Railroad Insurance Requirements

Replace paragraph one with the following effective with the December 2013 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 engineer determines that the work is complete as specified in 105.11.2.1.4.

107.26 Standard Insurance Requirements

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

- (1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED ^[1]
1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. ^[2]	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2. Workers' compensation.	Statutory limits
3. Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. ^[2]	\$1 million-combined single limits per occurrence.

^[1] The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

^[2] The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

108.14 Terminating the Contractor's Responsibility

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

- (1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.
-

109.2 Scope of Payment

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

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

109.6.1 General

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

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
 1. Protecting, repairing, correcting, or renewing the work.
 2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
 - (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.
-

109.7 Acceptance and Final Payment

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

450.3.3 Maintaining the Work

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

- (1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

455.3.2.5 Maintaining Tack Coat

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

- (1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the January 2014 letting:

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 – 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 – 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-3 mixes.

^[2] 15.5 for E-3 mixes.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the January 2014 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 ⁶ (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	—
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 / —	65 / —	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N _{ini}	6	7	7	8	8	9	8
Gyrations for N _{des}	40	60	75	100	100	125	65
Gyrations for N _{max}	60	75	115	160	160	205	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 90.5 ^[1]	<= 89.0 ^[1]	<= 89.0	<= 89.0	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[4] [5]}	65 - 78 ^[4]	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)	—	—	—	—	—	—	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

^[3] For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

^[4] For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

^[5] For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the January 2014 letting:

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

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

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

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

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace the entire text with the following effective with the January 2014 letting:

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
- Exceed specified JMF tolerance limits.
 - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1 for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

520.3.8 Protection After Laying

Delete the entire subsection.

614.2.1 General

Replace paragraphs five and six with the following effective with the December 2013 letting:

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.

614.2.3 Steel Rail and Fittings

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

- (1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.

614.2.7 Crash Cushions

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

- (1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.

616.3.1 General

Replace paragraph six with the following effective with the December 2013 letting:

- (6) Remove and dispose of all excess excavation and surplus materials from the fence site.

618.3.3 Restoration

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

- (1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.

627.3.1 General

Replace paragraph four with the following effective with the December 2013 letting:

- (4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.

637.3.2.1 General

Delete paragraph three effective with the December 2013 letting.

670.3.4.2 Post-Construction Work

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

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
 - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
 - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
 - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the engineer.
 - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
 - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

Errata

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

415.3.14 Protecting Concrete

Correct errata by referencing the opening to service specification.

- (1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.
-

501.2.9 Concrete Curing Materials

Correct errata by changing AASHTO M171 to ASTM C171.

- (2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.
-

607.2 Materials

Correct errata by changing AASHTO M198 to ASTM C990.

- (1) Use materials conforming to the requirements for the class of material named and specified below.
- | | |
|--------------------------------------------------------------------------|------------|
| Composite pipe, couplings, fittings and joint materials | ASTM D2680 |
| Annular rubber and plastic gaskets for flexible, watertight joints | ASTM C990 |
| External rubber gaskets, mastic, and protective film..... | ASTM C877 |
| Mortar | 519.2.3 |
-

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

- (4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.
-

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
- Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.
-

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

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>

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
BROWN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on September 1, 2013

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

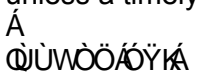
SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	31.52	16.60	48.12
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	28.01	16.49	44.50
Fence Erector	28.00	4.50	32.50
Ironworker	28.03	21.97	50.00
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	23.62	9.07	32.69
Pavement Marking Operator	24.10	16.85	40.95
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	20.93	5.48	26.41
Teledata Technician or Installer	21.26	11.75	33.01
Tuckpointer, Caulker or Cleaner	23.41	14.51	37.92
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.35	14.21	47.56
Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.31	17.13	40.44
Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	27.77	19.90	47.67
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Pavement Marking Vehicle	23.99	14.70	38.69
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
LABORERS			
General Laborer	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	30.06	0.00	30.06
Landscaper	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	24.70	13.90	38.60
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	23.41	15.14	38.55

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22	19.90	54.12

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	33.96	19.90	53.86
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.67	19.90	53.57
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Fiber Optic Cable Equipment.	25.74	15.85	41.59
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 7/2/2013	
PROJECT: DEPERE - SUAMICO, BROWN COUNTY SALT STORAGE FACILITY ASHWAUBENON VILLAGE, BROWN COUNTY, WI Determination No. 201301875 [Owner Project No. 1133-03-70]	
PROJECT OWNER: ERIC SIKORSKI, PROJECT LEADER WISCONSIN DEPARTMENT OF TRANSPORTATION 1940 WEST MASON STREET GREEN BAY, WI 54303	REQUESTER: ERIC SIKORSKI, PROJECT LEADER WISCONSIN DEPARTMENT OF TRANSPORTATION 1940 WEST MASON STREET GREEN BAY, WI 54303
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>  David A. Wozniak Equal Rights Division Labor Standards Bureau Construction Wage Standards Section PO Box 8928 Madison, WI 53708-8928 (608)266-6861 </p> <p>Web Site: http://dwd.wisconsin.gov/er/</p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 103.49, Wis. Stats.
Issued On: 7/2/2013

DETERMINATION NUMBER: 201301875

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/29/2013. If NOT, You MUST Reapply.

PROJECT NAME: DEPERE - SUAMICO, BROWN COUNTY SALT STORAGE FACILITY
PROJECT NO: 1133-03-70

PROJECT LOCATION: ASHWAUBENON VILLAGE, BROWN COUNTY, WI

CONTRACTING AGENCY: WISCONSIN DEPARTMENT OF TRANSPORTATION

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following 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. <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
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.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to state agency projects of public works and are set forth below pursuant to the requirements of s. 103.49(3)(a), Stats.

s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 103.49 (2) PREVAILING WAGE RATES AND HOURS OF LABOR.

Any contract made for the erection, construction, remodeling, repairing, or demolition of any project of public works to which the state or any state agency is a party shall contain a stipulation that no person performing the work described in sub. (2m) may be permitted to work a greater number of hours per day or per week than the prevailing hours of labor, except that any such person may be permitted or required to work more than such prevailing hours of labor per day and per week if he or she is paid for all hours worked in excess of the prevailing hours of labor at a rate of at least 1.5 times his or her hourly basic rate of pay; nor may he or she be paid less than the prevailing wage rate determined under sub. (3) in the same or most similar trade or occupation in the area in which the project of public works is situated. A reference to the prevailing wage rates determined under sub. (3) and the prevailing hours of labor shall be published in the notice issued for the purpose of securing bids for the project. If any contract or subcontract for a project of public works that is subject to this section is entered into, the prevailing wage rates determined under sub. (3) and the prevailing hours of labor shall be physically incorporated into and made a part of the contract or subcontract, except that for a minor subcontract, as determined by the department, the department shall prescribe by rule the method of notifying the minor subcontractor of the prevailing wage rates and prevailing hours of labor applicable to the minor subcontract. The prevailing wage rates and prevailing hours of labor applicable to a contract or subcontract may not be changed during the time that the contract or subcontract is in force.

s. 103.49 (6M) LIABILITY AND PENALTIES.

- (ag) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided in subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (5) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

(am) Except as provided in pars. (b), (d) and (f), any contractor, subcontractor or contractor's or subcontractor's agent who violates this section may be fined not more than \$200 or imprisoned for not more than 6 months or both. Each day that a violation continues is a separate offense.

(b) Whoever induces any person who seeks to be or is employed on any project of public works that is subject to this section to give up, waive, or return any part of the wages to which the person is entitled under the contract governing the project, or who reduces the hourly basic rate of pay normally paid to a person for work on a project that is not subject to this section during a week in which the person works both on a project of public works that is subject to this section and on a project that is not subject to this section, by threat not to employ, by threat of dismissal from employment, or by any other means is guilty of an offense under s. 946.15 (1).

(c) Any person employed on a project of public works that is subject to this section who knowingly permits a contractor, subcontractor, or contractor's or subcontractor's agent to pay him or her less than the prevailing wage rate set forth in the contract governing the project, who gives up, waives, or returns any part of the compensation to which he or she is entitled under the contract, or who gives up, waives, or returns any part of the compensation to which he or she is normally entitled for work on a project that is not subject to this section during a week in which the person works both on a project of public works that is subject to this section and on a project that is not subject to this section, is guilty of an offense under s. 946.15 (2).

(d) Whoever induces any person who seeks to be or is employed on any project of public works that is subject to this section to permit any part of the wages to which the person is entitled under the contract governing the project to be deducted from the person's pay is guilty of an offense under s. 946.15 (3), unless the deduction would be permitted under 29 CFR 3.5 or 3.6 from a person who is working on a project that is subject to 40 USC 3142.

(e) Any person employed on a project of public works that is subject to this section who knowingly permits any part of the wages to which he or she is entitled under the contract governing the project to be deducted from his or her pay is guilty of an offense under s. 946.15 (4), unless the deduction would be permitted under 29 CFR 3.5 or 3.6 from a person who is working on a project that is subject to 40 USC 3142.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.16	15.81	45.97
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s): 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.	30.77	16.92	47.69
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher Future Increase(s): Add \$.80 on 6/1/2013	30.77	16.92	47.69
108	Drywall Taper or Finisher	20.00	8.50	28.50
109	Electrician	27.29	16.37	43.66
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	22.50	3.65	26.15
112	Fire Sprinkler Fitter	36.07	17.84	53.91
113	Glazier	27.30	14.51	41.81
114	Heat or Frost Insulator	20.71	8.38	29.09
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	28.03	21.97	50.00
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99
119	Marble Finisher	20.00	0.00	20.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
120	Marble Mason	30.76	16.42	47.18
121	Metal Building Erector	21.75	1.49	23.24
122	Millwright	31.76	15.36	47.12
123	Overhead Door Installer	13.50	0.00	13.50
124	Painter	21.47	10.82	32.29
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.66	15.31	45.97
127	Pipeline Fuser or Welder (Gas or Utility)	30.18	19.29	49.47
129	Plasterer	30.76	16.42	47.18
130	Plumber Future Increase(s): Add \$.85/hr on 6/03/2013	32.59	16.10	48.69
132	Refrigeration Mechanic Future Increase(s): Add \$.85/hr on 6/3/2013.	32.59	16.10	48.69
133	Roofer or Waterproofer	20.93	5.48	26.41
134	Sheet Metal Worker Future Increase(s): Add \$.60/hr on 6/1/2013.	29.35	20.20	49.55
135	Steamfitter Future Increase(s): Add \$.85/hr on 6/3/2013.	32.59	16.10	48.69
137	Teledata Technician or Installer Premium Increase(s): 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.	21.89	11.85	33.74
138	Temperature Control Installer Future Increase(s): Add \$.85/hr on 6/03/2013.	32.59	16.10	48.69
139	Terrazzo Finisher Future Increase(s): Add \$.80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher	23.77	10.15	33.92
142	Tile Setter	30.76	16.42	47.18
143	Tuckpointer, Caulker or Cleaner	23.41	14.51	37.92
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	17.50	0.00	17.50
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	31.89	18.33	50.22
203	Three or More Axle	23.50	2.06	25.56
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	23.50	2.06	25.56

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender	23.46	13.88	37.34
302	Asbestos Abatement Worker	30.06	0.00	30.06
303	Landscaper	16.50	5.39	21.89
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.84	12.65	32.49

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.31	12.67	30.98
314	Railroad Track Laborer	23.41	15.14	38.55
315	Final Construction Clean-Up Worker	23.41	13.43	36.84

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	31.89	18.19	50.08

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	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. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	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. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	28.70	19.86	48.56

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; 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; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	34.12	18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	35.59	17.59	53.18

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2013; Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	31.32	17.95	49.27
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2013; Add \$1.75/hr on 02/01/2014	26.69	16.65	43.34

SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): 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.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014. Premium Increase(s): 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.	32.93	19.81	52.74
107	Cement Finisher	30.68	16.75	47.43
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): 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.	32.20	21.71	53.91
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
130	Plumber	22.00	0.00	22.00
135	Steamfitter	32.01	15.93	47.94
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	23.41	14.51	37.92
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	22.50	11.79	34.29
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	22.50	4.76	27.26

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for 0-15 lbs. compressed air; Add \$2.00 for 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.28	13.89	39.17
303	Landscaper	26.92	12.51	39.43
304	Flagperson or Traffic Control Person	23.55	13.45	37.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	15.14	38.55

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; 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); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): Add \$.25/hr for operating tower crane.	34.41	19.15	53.56

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.51	19.99	50.50
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	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
529	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
530	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

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher 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 Increase(s): 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.	31.52	16.60	48.12
109	Electrician	30.51	21.77	52.28
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	28.03	21.97	50.00
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	21.47	10.82	32.29
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
133	Roofer or Waterproofer	20.93	5.48	26.41
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	23.41	14.51	37.92
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): 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.	30.60	14.64	45.24

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
TRUCK DRIVERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	22.50	4.76	27.26
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	22.50	4.76	27.26
LABORERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.07	13.90	41.97

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
303	Landscaper Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): 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).	28.07	13.90	41.97
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	24.70	13.90	38.60
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	15.14	38.55
HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>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 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; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): 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.</p>	34.72	19.90	54.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); 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); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; 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.</p>	33.22	18.16	51.38

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; 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 (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; 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); 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 Increase(s): 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 .	33.96	19.90	53.86
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; 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.	31.89	18.19	50.08
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	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
549	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
550	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

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	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 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; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; 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; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; 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; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; 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); 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.	33.22	14.49	47.71
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	27.15	18.70	45.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); 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.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

***** END OF RATES *****

Department of Workforce Development
 Equal Rights Division
 P.O. Box 8928
 Madison, WI 53708-8928
 Telephone: (608) 266-6860
 Fax: (608) 267-4592
 TTY: (608) 264-8752



Scott Walker, Governor
 Reginald J. Newson, Secretary
 Joe Handrick, Division Administrator

The documents following the Prevailing Wage Rate Determination consist of 18 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
16056	Post the White Sheet	Contracting agency	1
16770	Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats.	All contractors working on public works and publicly funded private construction projects	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
	Summary of Prevailing Wage Law Changes Effective July 1, 2011	Information for public entity or any other interested party	4

09/01/12

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Disclaimer

Employers performing work on public works and publicly funded private construction projects in Wisconsin are required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Sec. 103.503, Wis. Stats. The Department of Workforce Development is neither responsible for enforcement of this law nor authorized to answer questions concerning its provisions. For legal advice on complying with Sec. 103.503, Wis. Stats., you may wish to consult with a private attorney.

103.503 Substance abuse prevention on public works and publicly funded projects. (1) DEFINITIONS. In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(b) "Alcohol" has the meaning given in s. 340.01 (1q).

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.

(d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.

(g) "Project" means a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.

(2) **SUBSTANCE ABUSE PROHIBITED.** No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

(3) **SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED.** (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(4) **EMPLOYEE ACCESS TO PROJECT.** (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

(5) **LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED.** A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

History: 2005 a. 181; 2009 a. 28.

**Consolidated List of Debarred Contractors
Prepared and Issued By
State of Wisconsin
Department of Workforce Development**

September 1, 2012

This list has been prepared in accordance with the provisions of s. 66.0903(12), s. 66.0904(10) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project or publicly funded private construction project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/2015	1	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003 & 2004	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219 th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/11	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc.					
Joseph Stoller Company	N8426 Hwy 42 Algoma, WI 54201	2/1/07	1/31/10	1 and 2	2004 & 2005	None
Keiver, David	See, Custom Heating & Air LLC					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/10	1 and 2	2005 to 2006	None
Stoller, Joseph	See, Joseph Stoller Company					
Stoller, Patrick J	See, Stoller Enterprises LLC					
Thull, Gerald T	See, JT Roofing, Inc.					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.
- (A) The contractor, or a shareholder, officer or partner of the contractor:
- (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
- (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of))SS County Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Contract
	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Subcontract
	Awarding Contractor	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County	City, Village or Town		
DWD Project Determination Number	Project Number (if applicable)		
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.	b.		
c.	d.		
3. Employer Name (Print)			
Address	City	State	Zip Code
Telephone Number ()	Requester Title		
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) ()		
READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.			
Requester Signature			Date Signed

MAIL the completed request to:
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
PO BOX 8928, MADISON WI 53708

OR

FAX the completed request to: (608) 267-0310 / **DO NOT e-mail your request.**
Call (608) 266-6861 for assistance in completing this form.

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

A "single-trade project of public works" means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.

A "multiple-trade project of public works" means a project in which no single trade accounts for 85% or more of the total labor cost of the project.

(a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

Effective July 1, 2011, a local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user's computer. Use this project determination on line application at the following address:

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevaling_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage law that applies to local governmental units and their contractors is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies and their contractors is §103.49, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Effective July 1, 2011, any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

For further updates on this topic, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

The recently approved State budget bill (2011 Wisconsin Act 40) includes major changes to prevailing wage laws (§§66.0903, 66.0904, 103.49 & 103.50, Wis. Stats.) effective JULY 1, 2011. Significant changes are described below.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Thresholds	All public entities & Contractors	The \$25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as noted below. The new thresholds apply to prevailing wage projects whose prime contract is awarded after June 30, 2011.
Non-applicability: Threshold for Single-Trade Projects	All public entities & Contractors	Any single-trade project of public works with an estimated cost of completion of less than \$48,000 does not require a prevailing wage rate determination. "Single-trade project of public works" means a project of public works in which a single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	All public entities except cities, towns & villages as noted below & Contractors	Any multiple-trade project of public works with an estimated cost of completion of less than \$100,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	Cities or villages with a population less than 2500 & Towns & Contractors	A multiple trade project of public works erected, constructed, repaired, remodeled, or demolished by a private contractor for a city or village with a population less than 2500, or a town with an estimated cost of completion of less than \$234,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Minor service & maintenance work	Towns & Contractors	The following TOWN projects only do not require a prevailing wage rate determination: <ul style="list-style-type: none"> • A project not funded under §86.31, Stats. (TRIP projects) that is limited to minor crack filling, chip or slurry sealing or other minor pavement patching, not including overlays. • The depositing of gravel on an existing gravel road applied solely to maintain the road; • Road shoulder maintenance; • Cleaning drainage or sewer ditches or structures; • Any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Non-applicability: Certain nursing homes	All public entities	Prevailing wage law §66.0903, Stats., does not apply to a project of public works involving the erection, construction, repair, remodeling, or demolition of a nursing home in a county having a population of less than 50,000 when the project commences no later than July 1, 2012.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website is discontinued effective July 1, 2011. However, contractors who worked on prevailing wage projects during the period January 1, 2010 through June 30, 2011, must comply with the repealed law for work completed on projects during that period of time.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Complaints	Complainants	There are no longer investigation fees.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.

Topic	Who's affected?	Brief description of requirement under §66.0903, §103.49 or §103.50
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <p>1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.</p> <p>2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.</p>
Annual Prevailing Wage Survey	All public entities	When establishing yearly prevailing wage rates, DWD may not use data from any construction work that is performed by a local governmental unit or a state agency.
Prevailing Wage Rates	DOT & Contractors & Employees	For state highway prevailing wage rates, DWD is required to include wage rates for work performed on Sundays, holidays and shift differentials based on the time of day or night when work is performed.
<p>The 2009-2011 State budget bill (2009 Wisconsin Act 28) created a new prevailing wage law (§66.0904, Wis. Stats.) for PUBLICLY FUNDED PRIVATE CONSTRUCTION PROJECTS effective January 1, 2010. The current 2011-2013 State budget bill (2011 Wisconsin Act 32) REPEALS this law. So the publicly funded private construction projects law only applies to projects that awarded the prime contract during the period January 1, 2010 through June 30, 2011.</p>		

SINGLE & MULTIPLE TRADE PROJECT THRESHOLDS FOR §§66.0903 & 103.49, Wis. Stats. Effective July 1, 2011

The \$25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as described below. Projects of public works with total estimated costs of completion that equal or exceed these thresholds require a prevailing wage rate determination.

SINGLE-TRADE THRESHOLD

A “single-trade project of public works” means a project in which a single trade accounts for 85 percent or more of the total labor cost of the project.

The single trade threshold is \$48,000.

MULTIPLE-TRADE THRESHOLDS

A “multiple-trade project of public works” means a project in which no single trade accounts for 85 percent or more of the total labor cost of the project.

(a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for:

- a city or village with a population less than 2500, or
- a town

APPLYING THE NEW THRESHOLDS

The department will apply the new single-trade & multiple-trade prevailing wage thresholds to projects of public works for which the prime contract is awarded on or after July 1, 2011.

DECEMBER 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140114009PROJECT(S):
1133-03-70FEDERAL ID(S):
N/A

CONTRACTOR : _____

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

SECTION 0001 CONTRACT ITEMS

0010	201.0115 CLEARING *P*	2.650 ACRE	.		.	
0020	201.0215 GRUBBING *P*	2.650 ACRE	.		.	
0030	204.0130 REMOVING CURB *P*	157.000 LF	.		.	
0040	205.0100 EXCAVATION COMMON *P*	14,400.000 CY	.		.	
0050	209.0100 BACKFILL GRANULAR	3,640.000 CY	.		.	
0060	213.0100 FINISHING ROADWAY (PROJECT) 01. 1133-03-70	1.000 EACH	.		.	
0070	305.0110 BASE AGGREGATE DENSE 3/4-INCH	80.000 TON	.		.	
0080	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	6,970.000 TON	.		.	
0090	416.0170 CONCRETE DRIVEWAY 7-INCH	355.000 SY	.		.	
0100	455.0605 TACK COAT	450.000 GAL	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140114009PROJECT(S):
1133-03-70FEDERAL ID(S):
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	2,430.000 TON	.		.	
0120	522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH	2.000 EACH	.		.	
0130	606.0300 RIPRAP HEAVY	226.000 CY	.		.	
0140	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	57.000 LF	.		.	
0150	611.0530 MANHOLE COVERS TYPE J	1.000 EACH	.		.	
0160	611.2005 MANHOLES 5-FT DIAMETER	1.000 EACH	.		.	
0170	616.0100 FENCE WOVEN WIRE (HEIGHT) 01. 5-FT	1,105.000 LF	.		.	
0180	619.1000 MOBILIZATION	1.000 EACH	.		.	
0190	625.0500 SALVAGED TOPSOIL	3,350.000 SY	.		.	
0200	627.0200 MULCHING	4,190.000 SY	.		.	
0210	628.1504 SILT FENCE	1,200.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140114009PROJECT(S):
1133-03-70FEDERAL ID(S):
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	628.1520 SILT FENCE MAINTENANCE	1,200.000 LF	.		.	
0230	628.1905 MOBILIZATIONS EROSION CONTROL	2.000 EACH	.		.	
0240	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	2.000 EACH	.		.	
0250	628.2002 EROSION MAT CLASS I TYPE A	1,340.000 SY	.		.	
0260	628.2004 EROSION MAT CLASS I TYPE B	215.000 SY	.		.	
0270	628.7015 INLET PROTECTION TYPE C	2.000 EACH	.		.	
0280	628.7560 TRACKING PADS	1.000 EACH	.		.	
0290	629.0210 FERTILIZER TYPE B	3.000 CWT	.		.	
0300	630.0130 SEEDING MIXTURE NO. 30	96.000 LB	.		.	
0310	630.0200 SEEDING TEMPORARY	115.000 LB	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
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N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	632.0101 TREES (SPECIES, ROOT, SIZE) 01. NORTHERN CATALPA, B & B 2-INCH CAL	2.000 EACH	.		.	
0330	632.0101 TREES (SPECIES, ROOT, SIZE) 02. RED OAK, B & B, 2-INCH CAL	2.000 EACH	.		.	
0340	632.0101 TREES (SPECIES, ROOT, SIZE) 03. FLOWERING CRABAPPLE, B & B 1.5-INCH CAL	4.000 EACH	.		.	
0350	632.0101 TREES (SPECIES, ROOT, SIZE) 04. JAPANESE TREE LILAC, B & B, 1.5-INCH CAL	4.000 EACH	.		.	
0360	632.0101 TREES (SPECIES, ROOT, SIZE) 05. AUTUMN BLAZE MAPLE, B & B 2-INCH CA	4.000 EACH	.		.	
0370	632.0101 TREES (SPECIES, ROOT, SIZE) 06. HACKBERRY, B & B, 2-INCH CAL	1.000 EACH	.		.	
0380	632.0101 TREES (SPECIES, ROOT, SIZE) 07. WHITE SPRUCE, B & B, 6-FOOT HT	13.000 EACH	.		.	
0390	632.0101 TREES (SPECIES, ROOT, SIZE) 08. WHITE PINE, B & B, 6-FOOT HT	2.000 EACH	.		.	
0400	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	13.000 EACH	.		.	

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REVISED:

CONTRACT:
20140114009PROJECT(S):
1133-03-70FEDERAL ID(S):
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0410	643.0100 TRAFFIC CONTROL (PROJECT) 01. 1133-03-70	1.000 EACH	.		.	
0420	643.0300 TRAFFIC CONTROL DRUMS	1,030.000 DAY	.		.	
0430	643.0900 TRAFFIC CONTROL SIGNS	412.000 DAY	.		.	
0440	645.0120 GEOTEXTILE FABRIC TYPE HR	480.000 SY	.		.	
0450	SPV.0035 SPECIAL 01. POND CLAY LINER	590.000 CY	.		.	
0460	SPV.0035 SPECIAL 02. TOPSOIL SPECIAL	128.000 CY	.		.	
0470	SPV.0060 SPECIAL 01. RESTRICTOR PIPE	1.000 EACH	.		.	
0480	SPV.0060 SPECIAL 02. YARD HYDRANT ASSEMBLY	1.000 EACH	.		.	
0490	SPV.0060 SPECIAL 03. SEDIMENTATION BASIN	1.000 EACH	.		.	
0500	SPV.0075 SPECIAL 01. STREET SWEEPING	30.000 HRS	.		.	
0510	SPV.0085 SPECIAL 01. TALL FESCUE SEED	65.000 LB	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140114009PROJECT(S):
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N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0520	SPV.0090 SPECIAL 01. WATER COPPER 2-INCH	194.000 LF	.		.	
0530	SPV.0105 SPECIAL 01. SALT STORAGE FACILITY	LUMP	LUMP		.	
0540	SPV.0105 SPECIAL 02. SURVEY PROJECT I.D. 1133-03-70	LUMP	LUMP		.	
0550	SPV.0105 SPECIAL 03. TRUCK SCALE	LUMP	LUMP		.	
0560	SPV.0180 SPECIAL 01. QUARRIED LIMESTONE SLABS	280.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE