

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 1

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Monroe	1023-02-80	WISC 2014 175	Black River Falls - Tomah CTH EW to STH 21//B-41-69	IH 94

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, \$ 40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: May 13, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time Thirty (30) Working Days	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	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 Common excavation, steel plate beam guard, base aggregate dense, HMA pavement, culvert pipe, bridge rehabilitation, ITS and erosion control.	Date Guaranty Returned
Notice of Award Dated	

**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. General.

Perform the work under this construction contract for Project 1023-02-80, Black River Falls – Tomah, CTH EW to STH 21//B-41-69, IH 94, Monroe 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)

2. Scope of Work.

The work under this contract shall consist of common excavation, base aggregate dense, HMA pavement, culvert pipe, ITS installations, guardrail, bridge repairs and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 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.

Standard spec 108.4.2.2 is modified to include weekly progress meetings and bar chart progress schedule updates.

There shall be no IH-94 or USH 12 lane closures or contract work allowed on weekends from 10:00 AM Fridays through 7:00 PM Sundays. A minimum 3' temporary gravel shoulder with a 4:1 slope must be in place if the contractor cannot complete work along I-94 or USH 12 by 10:00 AM on Fridays.

If the contractor fails to have IH 94 open to two lanes of traffic in each direction by 10:00 AM on Fridays, the department will assess the contractor \$2500 in hourly damages for each hour, or portion thereof, for each lane that remains closed. An entire hour will be charged for any period of time within an hour that the lane remains closed beyond 10:00 AM on Fridays. Hourly damages will be assessed using the administrative item Failing to Open Road to Traffic.

If the contractor fails to have IH 94 and USH 12 open to two lanes of traffic in each direction by 10:00 AM on Thursday July 3 and September 25, the department will assess the contractor \$2500 in hourly damages for each hour, or portion thereof, for each lane that remains closed. An entire hour will be charged for any period of time within an hour that the lane remains closed beyond 10:00 AM on Thursday July 3. No work shall be completed before 6:00 AM on Monday July 7. Hourly damages will be assessed using the administrative item Failing to Open Road to Traffic.

In the event of an emergency closing of IH 94 which requires the use of USH 12 as an alternative route, the contractor shall immediately stop all construction activities and open the roadway to the end of working day condition.

Limit the closure of CTH OO overpass rehabilitation to 14 working days.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen CTH OO to two lanes of traffic within 14 working days, the department will assess the contractor \$10,000 in interim liquidated damages for each working day any CTH OO lanes remain closed beyond 14 working days. An entire working day will be charged for any period of time within a working day that the road remains closed beyond 12:01 AM.

The department will not grant time extensions for the following:

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

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

4. Traffic.

Supplement the requirements of standard spec 643 as follows:

Provide the minimum advance notification to the engineer for following:

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

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work. Failure to provide advance notification may result in non-compensable delays to the contractor. No time extensions will be granted for these delays.

Coordinate all arrangements for handling traffic with the engineer before work is started on a new stage of construction that will change the traffic pattern existing at the time. Ensure that all traffic control devices are in place and approved by the engineer before beginning each stage.

Maintain two lanes of IH 94 and USH 12 traffic in each direction at all times unless within a permitted single lane closures period as defined in these special provisions.

A maximum of two lane closures are allowed in each direction of travel provided they are for the same lane and there is a minimum of 3 miles of separation from the end of one lane closure to the first arrow board of a subsequent lane closure.

Keep all entrance and exit ramps open to traffic at all times.

Conduct construction and hauling operations in such a manner that minimizes the duration and intensity of interference to the free flow of vehicles on IH 94, CTH OO and USH 12. This includes the following:

- A. Do not park or store any equipment, vehicles, or construction materials within the right-of-way of IH 94 or USH 12 traveled roadways. Parking and storage of equipment, vehicles and construction materials shall be permitted within right-of-way of CTH OO during the interim closure of CTH OO.
- B. No vehicle or piece of equipment will be permitted to directly cross live traffic lanes.

- C. Equip all vehicles and machines used to transport materials or supplies to the work site which are operated on the traveled roadway, with hazard identification beam (flashing yellow signal) 5-1/2 inch minimum diameter. The beam shall be visible from 360 degrees and shall be in operation when the vehicle is within the roadway or shoulder area.
- D. Have available at all times, sufficient experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic in accordance to the plans, these special provisions, and as directed by the engineer.
- E. Do not use existing median crossovers for storage of equipment or materials.
- F. Do not use any maintenance crossovers or any other median crossovers unless a left lane closure is in place for entry and exit. Violators will be restricted from working on the project for the remainder of the contract time and any material they are hauling will not be paid.
- G. Interstate access control shall remain intact during construction.
- H. Immediately clean up all debris falling onto the roadway.

Access to and from the roadway shall be at the existing interchange ramps.

Construction vehicles shall move with traffic and shall be able to accelerate with IH 94 and USH 12 traffic prior to merging with it.

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

Reinstall or replace any signs, delineators, guard rail or any other item damaged during construction operations at the contractor's expense.

No lane closures shall be permitted on IH 94 for work to be done on Structure B-41-0069 rehabilitation.

All sections of guard rail shall be completed prior to reopening lanes.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 or USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From 10:00 AM Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From 10:00 AM Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- From 10:00 AM Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day;
- From 10:00 AM Thursday, September 25, 2014 to 6:00 AM Monday, September 29, 2014 for Cranfest.

CTH OO cannot be closed to traffic during the holidays listed above.

107-005 (20050502)

6. Utilities.

This project comes under the provisions of Administrative Rule TRANS 220.

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

AT&T Legacy
ATC
Alliant Energy
CenturyLink
Charter
Dairyland Power Cooperative
Oakdale Electric Cooperative
We Energies
WisDOT
WisDOT RWIS

If utility conflicts occur, they will be adjusted during construction in coordination with the contractor.

7. Archeological Site Protection.

The department has identified cultural resources within the project limits. The sites are located near the following:

- A. Station 2707+00 and Station 2715+00.
- B. 2736+00 and Station 2741+00.
- C. BMO-0069 (Township Cemetery) located between Station 2738+66 and Station 2741+43.

The SHPO has granted concurrence for construction in the areas, provided the following stipulations are strictly enforced:

The contractor shall not allow any equipment, construction vehicles or personal vehicles to leave the roadway in these designated areas. The roadway is defined as both eastbound and westbound traveled lanes and shoulder.

When construction activities have been concluded for the day, all construction equipment, construction vehicles or personal vehicles shall be parked in areas suitable for commercial parking and shall not be parked on any agricultural lands or lawns within the designated areas.

In the event equipment needs to be staged, mobilized, or moved in any manner that extends beyond the roadway, at or near these locations, coordination with the on-site WisDOT engineer and WisDOT cultural resources is required to ensure protection of these sites. WisDOT-CR point of contact is Jim Becker, (608) 261-0137 or Lynn Cloud, (608) 266-0099.

8. Notice to Contractor, Asbestos Containing Materials on Structure B-41-0069.

John Roelke, License Number AII-119523, inspected Structure B-41-69 for asbestos on October 11th, 2011. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: 15 sq. ft. was found in the gasket material beneath the bridge railing shoulder bracket and the top of the concrete parapet. This gasket material contains 3% Chrysotile type asbestos.

A copy of the inspection report is available from: Jim Savoldelli, WisDOT SW Region, La Crosse office, (608) 785-9063. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated. 107-120 (20120615)

9. Intelligent Transportation Systems (ITS) – Control of Materials.

Standard spec 106.2 – Supply Source and Quality

Supplement standard spec 106.2 with the following:

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
CCTV Camera Pole
Solar Power Generation System
CCTV Camera
Pole Mounted Cabinet
Ethernet Switch
Ethernet Video Encoder
Microwave Detector
Fiber Optic Cable
Fiber Optic Splice Enclosure
Fiber Optic Termination Panel
Serial Communications Radio
Yagi Antenna

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Statewide Traffic Operations Center (STOC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the department's STOC at (414) 227-2166 to coordinate pick-up of equipment.

Large department-furnished equipment, such as camera poles will be delivered by the supplier to a contractor-controlled site within Monroe County. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation. Provide location details and a contact for delivery coordination upon receiving the contract's Notice to Proceed.

Transportation of the equipment between the electric shop and the field or interim location(s) shall be the responsibility of the contractor.

Standard spec 106.3 – Approval of Materials

Supplement standard spec 106.3 with the following:

Design/Shop Drawings

Prior to the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

- Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
- Mounting LED warning signs to the sign structure.
- Mounting detail for dynamic message signs.
- Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

670-005 (20100709)

10. Intelligent Transportation Systems – General Requirements.

A Description

A.1 General

This contract includes furnishing and installing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as shown on the plans.

Unusual aspects of this project include:

- The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Statewide Traffic Operations Center (STOC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's STOC at least 48 hours in advance of the planned interruption.
- The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment prior to installing it.

A.2 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

B Materials

B.1 General

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

B.2 Outdoor Equipment

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

B.3 Custom Equipment

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of “two-ounce” copper on 1/16-inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

B.3 Environmental Conditions

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. **Duty Cycle:** Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
4. **Electrical Power:**
 - a. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
 - b. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
 - c. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

5. **Temperature and Humidity:**

- a. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- b. **Equipment in Controlled Environments** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.4 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.5 Surge Protection

Low-voltage signal pairs, including twisted pair communication cable(s) entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

- The protectors shall suppress a peak surge current of up to 10k amps.
- The protectors shall have a response time less than one nanosecond.
- The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage, and clamp the voltage between each wire and ground at 50 volts.
- The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
- The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- There shall be no more than two pairs per protector.
- It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

C Construction

C.1 Thread Protection

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

C.2 Cable Installation

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

C.3 Wiring

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for the labeling method(s) prior to use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Statewide Traffic Operations Center or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

C.4 System Operations

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

C.5 Surge Protection

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

D Measurement

No separate measurement will be made for the work described in this article.

E Payment

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.
670-010 (20100709)

11. Debris Containment B-41-0069, Item 203.0225.S.01.

A Description

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

B (Vacant)

C Construction

Prior to starting work, submit a debris containment plan to the engineer for review. Incorporate engineer-requested modifications. Do not start work over IH 94 until the engineer approves the debris containment plan.

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

At least 15 working days before conducting potential debris generating operations, contact the following owners or lessees:

1. Brian Meyer
3550 Mormon Coulee Road
La Crosse, WI 54601
Brian.meyer@dot.wi.gov
(608) 789-5676

D Measurement

The department will measure Debris Containment B-41-0069 as a single lump sum unit of work for each structure acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.01	Debris Containment B-41-0069	LS

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

203-010 (20080902)

12. 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)

13. Rout and Seal, Item 415.6000.S.

A Description

This special provision describes routing, cleaning, drying, and sealing the longitudinal edge of pavement joints in new asphaltic pavement shoulders immediately adjacent to the edge of the concrete mainline pavement. The work shall conform to the plan details and as hereinafter provided.

B Materials

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Prior to applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

C Construction

C.1 Equipment

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass of the rout. No spacers between

blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

C.2 Methods

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Rerout, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume at no additional cost to the department. Do not perform rout cutting, cleaning, and sealing, within 48 hours of the placement of the shoulder's surface course.

Rout the longitudinal joint to a minimum width of $\frac{3}{4}$ -inches and a minimum depth of $\frac{3}{4}$ -inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Prior to sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately prior to sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint; the engineer may allow a very slight overband. Sand shall not be spread on the sealed joints to allow for opening to traffic. Before opening to traffic, the sealant shall be tack free.

D Measurement

The department will measure Rout and Seal, in length by the linear foot, completed according 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
415.6000.S	Rout and Seal	LF

Payment is full compensation for rout cutting; cleaning the joint; furnishing and installing all materials, including sealant.
415-100 (20080902)

14. Expansion Device, B-41-0069.**A Description**

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

B Materials

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

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

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

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

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

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

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

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

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.
502-020 (20110615)

15. Protective Surface Treatment Reseal, Item 502.3215.S.

A Description

This special provision describes resealing existing structures with protective surface treatment.

B Materials

Furnish a clear commercial protective surface treatment selected from the department's approved products list.

C Construction

Apply protective surface treatment to the entire top surface of the bridge deck; curb, including vertical face; median and sidewalk surfaces; and the inside faces and tops of concrete parapets.

Ensure that the concrete is surface-dry for a minimum of one day before application. Delay application if rain is expected, or protect from rain for up to 12 hours after application.

Ensure that the concrete is clean. Air blast immediately before applying the protective surface treatment to remove all dust or loose particles. Also ensure that application equipment is clean and functioning properly.

Use the manufacturer's recommended methods. Apply at the rate the manufacturer recommends unless that rate causes ponding.

Do not open the bridge to service until trafficked areas are dry enough to sustain traffic without causing damage to the treatment or creating a safety hazard.

D Measurement

The department will measure Protective Surface Treatment Reseal by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
502.3215.S	Protective Surface Treatment Reseal	SY

Payment is full compensation for resealing, including surface preparation and cleaning.
502-055 (20080902)

16. Traffic Control Flexible Tubular Marker Bases.

Replace standard spec 643.2.5.2(1) with the following:

- (1) Provide a surface mounted assembly that adheres to the pavement surface using an engineer approved specified asphaltic adhesive. Provide a base designed to withstand a series of direct wheel impacts with speeds up to 65 mph.

17. Install Proposed Conduit Into Existing Item, Item 652.0700.S.

A Description

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

B Materials

Use conduit as detailed in the plans, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	Each

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.
652-070 (20100709)

18. Ramp Closure Barricade Rack 3-Unit,Item 662.6030.S.**A Description**

This special provision describes providing storage racks for barricades used to temporarily close off entrance ramps to divided highways.

B Materials

Furnish wooden posts conforming to standard spec 634.2.1.

Fabricate tubular steel components using structural quality 12-gauge strip steel conforming to ASTM designation A1011, grade 50 with an average minimum yield strength, after cold-forming, of 55,000 psi. The contractor may use perforated tubing.

Hot dip galvanize each tube according to ASTM A653 grade 90. Treat corner welds and cut ends with cold-galvanized organic zinc paint as manufacturer recommends.

Furnish galvanized bolts, nuts, and washers zinc-coated according to ASTM A153.

C Construction

Install wood posts conforming to standard spec 634.3.1 and the plan details. Fabricate and install tubular steel components as the plans show.

D Measurement

The department will measure the Ramp Closure Barricade Rack bid items as each individual barricade rack, 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
662.6030.S	Ramp Closure Barricade Rack 3-Unit	Each

Payment is full compensation for providing barricade racks; for wood posts; and for galvanized tubular steel components and hardware.

662-015 (20130615)

19. Install Pole Mounted Cabinet, Item 673.0225.S.

A Description

This special provision describes installing department furnished aluminum enclosures on poles for intelligent transportation systems equipment.

B Materials

Use stainless steel bolts, nuts, and washers unless otherwise specified.

All conductors, terminals, and parts that could be hazardous to maintenance personnel shall be protected with suitable insulating material.

The cabinet will be equipped with service panels. Two panels shall be provided and mounted on the cabinet sidewalls. The left side panel shall be designated as "Input/Communications," and the right side panel shall be designated as the "Service Panel."

The service panel will be equipped with a four-outlet handi-box. Wire the handi-box to the series portion of the filtering surge protector.

Use metallic conduit, fittings, and adapters required from the underground conduit transition point to the cabinet as part of this item. A typical installation requires on 2-inch conduit. Use metallic conduit according to standard spec 652.

C Construction

Fasten the field cabinet securely onto a pole. Provide bolted stainless steel connections with lock washers, locking nuts, or other engineer-approved means to prevent the connection nuts from backing off. Isolate dissimilar materials from one another using stainless steel fittings. Make all power connections to the cabinet as specified in standard spec 656.

Drill and tap the cabinet, as necessary, to mount the terminal blocks and other attachments to the service panel, to provide an entrance on the back of the cabinet for cable from the pole mounted intelligent transportation systems equipment, and to mount the service panel to the cabinet as shown in the details. Remove all sharp edges or burrs, or both, caused by the cutting or drilling process. Seal all openings to prevent water from entering the cabinet. Mount the surge protector to the service panel.

Install metallic conduit on the exterior of the pole (for entrance to the cabinet from the ground) as shown in the plans, and according to the applicable requirements of standard spec 652.

D Measurement

The department will measure Install Pole Mounted Cabinet as each individual assembly, 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
673.0225.S	Install Pole Mounted Cabinet	Each

Payment is full compensation for installing the pole mounted cabinet; for making all connections and conduit/wire entrances; and for furnishing all testing.
673-010 (20100630)

20. Install Ethernet Switch, Item 675.0400.S.

A Description

This special provision describes installing an Ethernet switch, and providing all necessary associated wiring.

B Materials

The department will furnish the Ethernet switch. Provide all necessary cables between the Ethernet switch and terminal server or other device.

C Construction

Install the Ethernet switch in a new or existing field cabinet. Connect it to devices as shown on the plans, or as directed by the engineer.

D Measurement

The department will measure Install Ethernet Switch by the unit, installed according to the contract, tested, 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
675.0400.S	Install Ethernet Switch	Each

Payment is full compensation for installing an Ethernet switch; furnishing all necessary incidental hardware; and making all necessary connections.
675-040 (20100630)

21. Install Video Encoder, Item 677.0300.S.

A Description

This special provision describes installing a state-furnished video encoder in a pole mounted cabinet or field cabinet as shown on the plans and as hereinafter provided.

B Materials

Provide Category 5 or better Ethernet cable to connect the Ethernet video encoder to the Ethernet switch. The department will furnish the video encoder or it will be an existing and salvaged encoder.

C Construction

Make the necessary electrical and communication network connections to the video encoder. Mount the video encoder in the pole mounted cabinet or field cabinet. Program the video encoder according to the manufacturer's instructions.

D Measurement

The department will measure Install Video Encoder by each individual assembly, 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
677.0300.S	Install Video Encoder	Each

Payment is full compensation for installing the video encoder in a pole mounted cabinet or field cabinet; for making all connections; and for furnishing all programming.

677-030 (20100630)

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

A Description

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

B Materials

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

C Construction

C.1 Surface Preparation

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

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

Furnish adequate containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean up activities should minimize dust. Store materials in 5-gallon lidded plastic containers. Label each container with the date that the first waste was placed in the container and the words, "Hazardous Waste – EPA Waste Code D008". Lock and secure all waste containers. Transportation and disposal of such waste material will be the responsibility of the department.

C.2 Coating Application

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

D Measurement

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

E Payment

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

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

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

23. Install Spread Spectrum Radio, Item SPV.0060.02.

A Description

This special provision describes installing a department-furnished 900 MHz serial or contact closure communications spread spectrum radio. The department will also furnish set-up software for the radio and a lightning protector for the antenna connection.

B Materials

Spread-spectrum radios and surge protectors as furnished by the department. Coaxial cable and connectors, and metallic conduit shall be furnished by the contractor.

Furnish ½-inch foam dielectric 50-Ohm coaxial cable meeting the following minimum requirements:

- 50 Ohms impedance (plus / minus 1 Ohm)
- Intended for a range of frequencies including 900 MHz
- Velocity of 88%
- Peak power rating of 40 kW
- DC resistance of 0.45 Ohms / 1000 feet for the inner conductor
- DC resistance of 0.58 Ohms / 1000 feet for the outer conductor
- DC breakdown of 4000 volts
- Jacket Spark of 8000 volts RMS
- Capacitance of 23.1 pF / foot
- Inductance of 0.058 µH / foot
- Copper outer conductor
- Copper-Clad Aluminum inner conductor
- Diameter over jacket 0.63 inches (nominal)
- Diameter over Copper Outer Conductor of 0.55 inches (nominal)
- Diameter of inner conductor of 0.189 inches (nominal)
- Minimum bending radius of 5-inches
- Attenuation of 2dB / 1000 feet (nominal) at 900 MHz
- Average power of 1.10 (nominal) at 900 MHz

Furnish cable connectors to fit between the coaxial cable and the state-furnished spread spectrum radio.

C Construction

Bond the surge protector to the cabinet grounding system.

Use the manufacturer's set-up software to configure the radio for its intended use.

Following installation of the radio, antenna and cable, aim the antenna at the matching antenna, as shown on the plans. Use the signal strength indicator on the radio to find the optimum position of the antenna. Also perform a frequency analysis to determine the optimal hop pattern of the radios, and test the continuity of every link by polling the radios using the software provided by the manufacturer. The position of the antenna and the hop pattern shall be adjusted until the polls show at least 200 consecutive polling intervals have been successfully transmitted and received. Demonstrate to the engineer that the hop pattern selected corresponds to the optimal noise free frequencies identified in the frequency analysis. Deliver 3 copies of the final test results for signal strength, frequency analysis, and test polling.

Following the installation of the spread spectrum radio assembly, antennas, and cables, perform the following tests:

- V.S.W.R test from the connection at the radio, with a fully configured antenna system (antenna, cable, and all connections). The V.S.W.R. shall not exceed 1.5:1 at 900 MHz.
- Bit error rate test. Test at 5600 bps from the radio to the matching radio shown on the block diagram in the plans. Test for 4 hours at a 2048 bit pattern. The contractor shall provide a hard copy output of results of each test to the engineer. The maximum error rate shall be 1 erroneous bit every 1 million bits.

D Measurement

The department will measure Install Spread Spectrum Radio as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Install Spread Spectrum Radio	Each

Payment is full compensation for installing, setting up, configuring, and testing the spread spectrum radio, surge protector, cables, and connections; for testing; and for furnishing all transportation, and incidentals necessary to complete the work.

24. Install Antenna, Item SPV.0060.03.

A Description

This special provision describes installing a department-furnished Yagi or omni-directional spread spectrum radio antenna and above ground metallic conduit. The antenna has a pigtail for connection to the antenna cable. Provide stainless steel bands for mounting to a steel pole or sign structure. Provide 2" metallic conduit to house antenna cable.

B Materials

Antenna as provided by the department. Metallic Conduit, 2-Inch as required in standard spec 652.

C Construction

Connect the antenna drop cable to the antenna. The connection shall be fully sealed using methods and materials recommended by the radio manufacturer. Install the antenna so that it does not block the view of any microwave detector on the same pole.

Aim the antenna at the matching antenna, as shown in the plans. Use the signal strength indicator on the radio to find the optimum position.

D Measurement

The department will measure Installing Antenna as each individual unit, acceptably completely.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Install Antenna	Each

Payment is full compensation for testing and installing the antenna and connections; and for furnishing metallic conduit, mounting hardware, transportation, and incidentals necessary to complete the work.

25. Install Solar Power System, Item SPV.0060.04.**A Description**

This special provision describes installing a department-furnished solar power system on a pole as part of a system detector station at locations as shown on the plans.

B Materials

Materials for the system detector station include a type 5 concrete base, transformer base, type 5 pole, department-furnished antenna, and a department-furnished microwave detector. These items will be paid for under their respective bid items.

The department-furnished solar power system consists of the following equipment:

- One solar power system consisting of 2-85W panels, 2-120 Amp-Hour batteries, a solar power controller, and one solar power cabinet to house the batteries and controller.

Contractor furnished materials include the following:

- Outdoor rated Power cable between solar power system output and department-furnished RTMS.
- Mounting hardware for solar power assembly.

C Construction**Microwave Detector Installation:**

Install the RTMS detector as required in standard spec 675. Additionally, integrate the integral serial communications radio with the radio installed at the field cabinet end. Installation of field cabinet radio is covered with other pay items in this contract.

Solar Power System Installation:

Install the solar panels facing south on the pole with the devices to be powered. If a compass is used, a correction must be made for the difference between magnetic north and true north. Install the solar panels at a tilt angle of approximately 60 degrees. The tilt angle shall be considered the angle from horizontal to the front, or face of the solar panel.

Mount the cabinet to the pole by the two cast aluminum mounting brackets which are already attached to the back of the cabinet. The brackets shall be attached to the pole using stainless steel bands or U-bolts.

Install the cabling, ensuring that cables enter the cabinet only through the bottom, and that strain relief fittings are used to seal cable entrance points. Connect the panel to the charge controller, connecting the white wire to the positive (+) terminal and the black wire to the negative terminal (-).

D Measurement

The department will measure Install Solar Power System as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Install Solar Power System	Each

Payment is full compensation for providing the contractor furnished materials, installing the department furnished solar power assembly, making the solar power assembly functional with the microwave detector.

26. Ground Rod, Item SPV.0060.05.

A Description

This special provision describes installing a ground rod and ground wire.

B Materials

Ground rod shall be copper clad steel with cladding 13 mils thick. The minimum diameter is 5/8-inch and the minimum length is eight feet. Ground wire shall be AWG # 6 bare, solid copper.

C Construction

Use exothermic welding to connect the ground wire to the rod. Install the rod vertically, or as close to vertical as conditions permit. Select locations with moist soil, if available. Place the rod at least six feet from all other ground rods.

D Measurement

The department will measure Ground Rod by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Ground Rod	Each

Payment is full compensation for installation of the ground rod and ground wire; welding and connections at both ends of the ground wire.

27. Installation of Temporary Emergency Pullouts, Item SPV.0060.06.

A Description

This special provision describes grading, furnishing, and placing crushed aggregate base course to construct temporary emergency pullouts. This item also includes the furnishing and placing of finishing items as shown on the plan according to the pertinent requirements of the standard specifications and as hereinafter provided.

B (Vacant)

C Construction

Dispose of all surplus and unsuitable material according to standard spec 205.3.12.

D Measurement

The department will measure Installation of Temporary Emergency Pullouts by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Installation of Temporary Emergency Pullouts	Each

Payment is full compensation for grading, shaping, and compacting; providing and placing crushed aggregate base course; and for providing and placing topsoil, fertilizer, seed, and mulch.

28. Permanent Barricade Type III, Item SPV.0060.07.

A Description

This special provision describes furnishing permanent barricades, Type III for interstate closers. The barricades shall meet the requirements of standard spec 643, as shown on the plans and as hereinafter. Provide the number of barricades listed in the miscellaneous quantities for each location. Provide "RAMP CLOSED" signs attached to a single permanent barricade at each location. The "RAMP CLOSED" sign shall be in accordance to standard spec 643.

B Materials

Deliver new barricades to the project. The length of the rails for the barricade shall be 8 feet.

C (Vacant)

D Measurement

The department will measure Permanent Barricades Type III in place by each unit, acceptably completed. All permanent barricades, type III shall become the property of the department upon delivery.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Permanent Barricade Type III	Each

Payment is full compensation for furnishing the barricades and signs.

29. Sawing Pavement Deck Preparation Areas, Item SPV.0090.01.**A Description**

This special provision describes sawing the boundaries of the existing concrete on the bridge deck that has been sounded and marked for deck preparation. These boundaries will be at least 2-inches and not greater than 6-inches outside of the unsound or disintegrated areas of concrete, as directed or marked by the engineer in the field.

B (Vacant)**C Construction**

Make the saw cuts, a minimum of 1-inch in depth, at the locations marked. Cuts may be sawed dry or may be wet cut to reduce dust during sawing operations.

If cuts are sawed dry, use a diamond blade for sawing. Upon completion of the daily sawing, remove the dust deposits from the deck.

D Measurement

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed.

The department will not measure for payment over-cuts, cuts made beyond the limits marked in the field.

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	Sawing Pavement Deck Preparation Areas	LF

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

30. Deck Crack Sealing, Item SPV.0090.02.

A Description

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

B Materials

Furnish a commercial low-viscosity crack sealer selected from the department's approved products list for Low Viscosity Crack Sealers. Before using, submit the product information to engineer for approval.

C Construction

C.1 Preparation

Clean all cracks to be sealed by mechanical means, i.e. sandblasting, high-pressure water blasting, high-pressure air, etc., as approved by the engineer. Cracks should be free of dirt, oil, dust, latents, and old crack repair materials. All surfaces must be clean and dry. Follow additional preparation requirements recommended or required by the manufacturer.

C.2 Mixing and Application

Mix and apply in accordance to the manufacturer's recommendations. Application may be by gravity feed if the product is designed for such an application. Use either cartridges provided by the manufacturer or bulk mixing instructions for quart batches.

C.3 Sealing Cracks

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

D Measurement

The department will measure Deck Crack Sealing by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Deck Crack Sealing	LF

Payment is full compensation for cleaning and drying the cracks; and for furnishing and placing the sealant.

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

6. Bidder's Appeal Process

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

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

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

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

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone: _____
Fax: _____
Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "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 2014 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>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

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>

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
MONROE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on January 1, 2014

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	30.20	17.49	47.69
Carpenter	30.48	15.90	46.38
Cement Finisher	32.46	13.90	46.36
Electrician	29.72	18.24	47.96
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.			
Fence Erector	15.50	3.11	18.61
Ironworker	31.25	19.46	50.71
Line Constructor (Electrical)	38.25	16.28	54.53
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	18.75	49.73
Roofer or Waterproofing	24.47	0.00	24.47
Teledata Technician or Installer	16.50	7.33	23.83
Tuckpointer, Caulker or Cleaner	31.34	16.35	47.69
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.60	16.89	47.49
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

<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	34.22	19.90	54.12
Three or More Axle	24.52	17.77	42.29
Future Increase(s): Add \$1.30/hr on 6/1/2014. 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	29.27	20.40	49.67
Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add \$1.30/hr on 6/1/16); Add \$1.25/hr on 6/ 1/ 17. 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Pavement Marking Vehicle	23.31	17.13	40.44
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	23.31	17.13	40.44
LABORERS			
General Laborer	29.04	14.63	43.67
Future Increase(s): 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	24.36	14.87	39.23
Landscaper	29.04	14.63	43.67
Future Increase(s): 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	25.67	14.63	40.30
Future Increase(s): 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)	15.00	4.54	19.54
Railroad Track Laborer	17.00	2.11	19.11

<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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. 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:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	36.72	20.40	57.12
Backhoe (Track Type) Having a Mfrg.'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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. 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:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	36.22	20.40	56.62
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 Mfrg.'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	35.72	20.40	56.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$

& A- Frames.			
Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.			
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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

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.	35.46	20.40	55.86
Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.			
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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	35.17	20.40	55.57
Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.			
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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

Fiber Optic Cable Equipment.	20.00	8.21	28.21

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 14, 2014

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$29.04	14.53			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	29.14	14.53			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	29.19	14.53			
Group 4: Line and Grade Specialist	29.39	14.53			
Group 5: Blaster and Powderman	29.24	14.53			
Group 6: Flagperson; Traffic Control	25.67	14.53			
			Truck Drivers:		
			1 & 2 Axles	23.82	18.32
			Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	23.97	18.32

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.20	17.19
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	31.37	16.85
Electrician	See Page 3	
Line Construction		
Lineman	39.50	32% + 5.00
Heavy Equipment Operator	37.53	32% + 5.00
Equipment Operator	31.60	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	21.73	32% + 5.00
Painters	21.15	11.53
Well Drilling:		
Well Driller	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 3, 2014; Modification #1, dated February 7, 2014; Modification #2, dated March 14, 2014.

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 14, 2014

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$36.72	\$20.10	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$35.72	\$20.10
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer.	\$36.22	\$20.10	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$35.46	\$20.10
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$35.17	\$20.10
			Group 6: Off - road material hauler with or without ejector.....	\$29.27	\$20.10
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 14, 2014

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	26.24	16.85		
Electrical contracts over \$130,000	29.41	16.97		
Area 4:	28.50	28.75% + 9.27	Area 6 -	KENOSHA COUNTY
Area 5	28.96	24.85% + 9.70		
Area 6	35.25	19.30	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 8				
Electricians.....	30.60	24.95% + 10.33	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10	28.97	19.55	Area 11 -	DOUGLAS COUNTY
Area 11	31.91	23.60	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12	32.87	19.23	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13	32.82	22.51	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician	21.89	11.83		
Sound & Communications				
Area 15				
Installer	16.47	14.84		
Technician	24.75	16.04		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

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

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

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

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140513001PROJECT(S):
1023-02-80FEDERAL ID(S):
WISC 2014175

CONTRACTOR : _____

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

SECTION 0001 CONTRACT ITEMS

0010	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 01. B-41-0069	LUMP	LUMP			.
0020	204.0110 REMOVING ASPHALTIC SURFACE	104.000 SY	.			.
0030	204.0165 REMOVING GUARDRAIL	1,285.000 LF	.			.
0040	205.0100 EXCAVATION COMMON	3,386.000 CY	.			.
0050	213.0100 FINISHING ROADWAY (PROJECT) 01. 1023-02-80	1.000 EACH	.			.
0060	305.0110 BASE AGGREGATE DENSE 3/4-INCH	584.000 TON	.			.
0070	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	7,189.000 TON	.			.
0080	310.0110 BASE AGGREGATE OPEN GRADED	76.000 TON	.			.
0090	312.0110 SELECT CRUSHED MATERIAL	3,130.000 TON	.			.
0100	415.6000.S ROUT AND SEAL	1,125.000 LF	.			.

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			DOLLARS	CTS	DOLLARS	CTS
0110	455.0105 ASPHALTIC MATERIAL PG58-28	95.000 TON	.		.	
0120	460.1110 HMA PAVEMENT TYPE E-10	1,732.000 TON	.		.	
0130	460.2000 INCENTIVE DENSITY HMA PAVEMENT	810.000 DOL	1.00000		810.00	
0140	465.0105 ASPHALTIC SURFACE	12.000 TON	.		.	
0150	465.0315 ASPHALTIC FLUMES	135.000 SY	.		.	
0160	502.3100 EXPANSION DEVICE (STRUCTURE) 01. B-41-0069	LUMP	LUMP		.	
0170	502.3215.S PROTECTIVE SURFACE TREATMENT RESEAL	750.000 SY	.		.	
0180	502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS	60.000 EACH	.		.	
0190	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	1,380.000 LB	.		.	
0200	509.0301 PREPARATION DECKS TYPE 1	11.000 SY	.		.	
0210	509.0302 PREPARATION DECKS TYPE 2	2.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0220	509.1000 JOINT REPAIR	26.000				
		SY	.		.	
0230	509.2500 CONCRETE MASONRY OVERLAY DECKS	10.000				
		CY	.		.	
0240	521.0112 CULVERT PIPE CORRUGATED STEEL 12-INCH	164.000				
		LF	.		.	
0250	521.1012 APRON ENDWALLS FOR CULVERT PIPE STEEL 12-INCH	2.000				
		EACH	.		.	
0260	612.0106 PIPE UNDERDRAIN 6-INCH	2,338.000				
		LF	.		.	
0270	612.0806 APRON ENDWALLS FOR UNDERDRAIN REINFORCED CONCRETE 6-INCH	2.000				
		EACH	.		.	
0280	614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	5.000				
		EACH	.		.	
0290	614.0200 STEEL THRIE BEAM STRUCTURE APPROACH	83.000				
		LF	.		.	
0300	614.0220 STEEL THRIE BEAM BULLNOSE TERMINAL	2.000				
		EACH	.		.	
0310	614.0230 STEEL THRIE BEAM	538.000				
		LF	.		.	
0320	614.0305 STEEL PLATE BEAM GUARD CLASS A	726.000				
		LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0330	614.0370 STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL	4.000 EACH	.		.	
0340	614.2300 MGS GUARDRAIL 3	813.000 LF	.		.	
0350	614.2500 MGS THRIE BEAM TRANSITION	200.000 LF	.		.	
0360	614.2610 MGS GUARDRAIL TERMINAL EAT	5.000 EACH	.		.	
0370	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 1023-02-80	1.000 EACH	.		.	
0380	619.1000 MOBILIZATION	1.000 EACH	.		.	
0390	624.0100 WATER	18.000 MGAL	.		.	
0400	625.0500 SALVAGED TOPSOIL	12,360.000 SY	.		.	
0410	628.1504 SILT FENCE	1,285.000 LF	.		.	
0420	628.1520 SILT FENCE MAINTENANCE	1,285.000 LF	.		.	
0430	628.1905 MOBILIZATIONS EROSION CONTROL	7.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0440	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	7.000 EACH	.		.	
0450	628.2023 EROSION MAT CLASS II TYPE B	15,160.000 SY	.		.	
0460	628.7005 INLET PROTECTION TYPE A	4.000 EACH	.		.	
0470	628.7504 TEMPORARY DITCH CHECKS	163.000 LF	.		.	
0480	628.7555 CULVERT PIPE CHECKS	12.000 EACH	.		.	
0490	629.0210 FERTILIZER TYPE B	11.000 CWT	.		.	
0500	630.0130 SEEDING MIXTURE NO. 30	412.000 LB	.		.	
0510	630.0200 SEEDING TEMPORARY	206.000 LB	.		.	
0520	633.1100 DELINEATORS TEMPORARY	65.000 EACH	.		.	
0530	633.5200 MARKERS CULVERT END	2.000 EACH	.		.	
0540	642.5001 FIELD OFFICE TYPE B	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0550	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. 1023-02-80	30.000 DAY	.		.	
0560	643.0300 TRAFFIC CONTROL DRUMS	8,606.000 DAY	.		.	
0570	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	395.000 DAY	.		.	
0580	643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	61.000 EACH	.		.	
0590	643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	61.000 EACH	.		.	
0600	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	790.000 DAY	.		.	
0610	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	1,663.000 DAY	.		.	
0620	643.0800 TRAFFIC CONTROL ARROW BOARDS	182.000 DAY	.		.	
0630	643.0900 TRAFFIC CONTROL SIGNS	1,311.000 DAY	.		.	
0640	643.1050 TRAFFIC CONTROL SIGNS PCMS	90.000 DAY	.		.	
0650	645.0111 GEOTEXTILE FABRIC TYPE DF SCHEDULE A	1,559.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0660	650.4500 CONSTRUCTION STAKING SUBGRADE	3,349.000 LF	.		.	
0670	650.5000 CONSTRUCTION STAKING BASE	3,349.000 LF	.		.	
0680	650.6000 CONSTRUCTION STAKING PIPE CULVERTS	1.000 EACH	.		.	
0690	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 1023-02-80	LUMP	LUMP		.	
0700	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 1023-02-80	LUMP	LUMP		.	
0710	650.9920 CONSTRUCTION STAKING SLOPE STAKES	4,160.000 LF	.		.	
0720	652.0125 CONDUIT RIGID METALLIC 2-INCH	10.000 LF	.		.	
0730	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	1,095.000 LF	.		.	
0740	652.0605 CONDUIT SPECIAL 2-INCH	1,920.000 LF	.		.	
0750	652.0700.S INSTALL CONDUIT INTO EXISTING ITEM	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0760	653.0135 PULL BOXES STEEL 24X36-INCH	5.000 EACH	.		.	
0770	654.0105 CONCRETE BASES TYPE 5	1.000 EACH	.		.	
0780	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	960.000 LF	.		.	
0790	655.0630 ELECTRICAL WIRE LIGHTING 4 AWG	1,980.000 LF	.		.	
0800	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. CCTV-41-0111	LUMP	LUMP		.	
0810	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 01. CCTV-41-0111	LUMP	LUMP		.	
0820	657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	1.000 EACH	.		.	
0830	657.0322 POLES TYPE 5-ALUMINUM	1.000 EACH	.		.	
0840	662.6030.S RAMP CLOSURE BARRICADE RACK 3-UNIT	2.000 EACH	.		.	
0850	670.0100 FIELD SYSTEM INTEGRATOR	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
0860	670.0200 ITS DOCUMENTATION	LUMP	LUMP			.
0870	672.0250 BASE CAMERA POLE 50-FT	1.000 EACH	.		.	
0880	673.0105 COMMUNICATION VAULT TYPE 1	1.000 EACH	.		.	
0890	673.0225.S INSTALL POLE MOUNTED CABINET	1.000 EACH	.		.	
0900	675.0300 INSTALL MOUNTED CONTROLLER MICROWAVE DETECTOR ASSEMBLY	3.000 EACH	.		.	
0910	675.0400.S INSTALL ETHERNET SWITCH	1.000 EACH	.		.	
0920	677.0100 INSTALL CAMERA POLE	1.000 EACH	.		.	
0930	677.0200 INSTALL CAMERA ASSEMBLY	1.000 EACH	.		.	
0940	677.0300.S INSTALL VIDEO ENCODER	1.000 EACH	.		.	
0950	678.0006 INSTALL FIBER OPTIC CABLE OUTDOOR PLANT 6-CT	1,140.000 LF	.		.	
0960	678.0300 FIBER OPTIC SPLICE	15.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0970	678.0400 FIBER OPTIC TERMINATION	6.000 EACH	.		.	
0980	678.0500 COMMUNICATION SYSTEM TESTING	LUMP	LUMP		.	
0990	690.0150 SAWING ASPHALT	2,858.000 LF	.		.	
1000	SPV.0060 SPECIAL 01. CLEANING AND PAINTING BEARINGS	8.000 EACH	.		.	
1010	SPV.0060 SPECIAL 02. INSTALL SPREAD SPECTRUM RADIO	2.000 EACH	.		.	
1020	SPV.0060 SPECIAL 03. INSTALL ANTENNA	2.000 EACH	.		.	
1030	SPV.0060 SPECIAL 04. INSTALL SOLAR POWER SYSTEM	1.000 EACH	.		.	
1040	SPV.0060 SPECIAL 05. GROUND ROD	2.000 EACH	.		.	
1050	SPV.0060 SPECIAL 06. INSTALLATION OF TEMPORARY EMERGENCY PULLOUTS	11.000 EACH	.		.	
1060	SPV.0060 SPECIAL 07. PERMANENT BARRICADE TYPE III	3.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1070	SPV.0090 SPECIAL 01. SAWING PAVEMENT DECK PREPARATION AREAS	90.000 LF	.		.	
1080	SPV.0090 SPECIAL 02. DECK CRACK SEALING	100.000 LF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE