

HIGHWAY WORK PROPOSAL

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

Proposal Number:

27

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Marathon	1166-02-81	WISC 2014 274	Stevens Point Wausau STH 153 Bridges B-37-148 and 149	IH 39

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: July 8, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 30, 2015	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal DISC %	
	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Pavement removals, temporary pavement, common excavation, base aggregate dense, storm sewer, HMA pavement, temporary structure, bridge rehabilitation B-37-148 and B-37-149, signing, pavement marking and landscaping.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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.

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1166-02-81, Stevens Point – Wausau, STH 153 Bridges, B-37-148 and 149, IH 39, Marathon 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 (20120615)

2. Scope of Work.

The work under this contract shall consist of pavement removals, temporary pavement, common excavation, base aggregate dense, storm sewer, HMA pavement, temporary structure, bridge rehabilitation B-37-148 and B-37-149, signing, pavement marking, landscaping, 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 start date to the engineer in writing within one month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

Work on this contract may not start before 6:00 AM Wednesday, September 3, 2014.

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

Definitions

A weekday is a calendar day from Monday 6:00 AM to Friday 12:00 PM.

A weekend day is a calendar day from Friday 12:01 PM to Monday 5:59 AM.

For: June 1, 2015 to September 18, 2015							
Chart 1							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Northbound							
Night Time	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM
Off-Peak	5:00 AM - 10:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 8:00 AM
Peak Hour	10:00 AM - 3:30 PM	6:00 AM - 8:30 AM	6:00 AM - 8:30 AM	6:00 AM - 8:30 AM	6:00 AM - 8:30 AM	6:00 AM - 3:30 PM	8:00 AM - 3:30 PM
Off-Peak		8:30 AM - 3:30 PM	8:30 AM - 3:30 PM	8:30 AM - 3:30 PM	8:30 AM - 3:30 PM		
Peak Hour	3:30 PM - 6:00 PM	3:30 PM - 7:00 PM	3:30 PM - 7:00 PM	3:30 PM - 7:00 PM	3:30 PM - 7:00 PM	3:30 PM - 8:00 PM	3:30 PM - 6:00 PM
Off-Peak	6:00 PM - 8:00 PM	7:00 PM - 8:00 PM	7:00 PM - 8:00 PM	7:00 PM - 8:00 PM	7:00 PM - 8:00 PM		
Night Time	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	6:00 PM - 12:00 AM
Southbound							
Night Time	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM
Off-Peak	5:00 AM - 10:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 8:00 AM
Peak Hour	10:00 AM - 12:00 PM						8:00 AM - 12:00 PM
Off-Peak		6:00 AM - 12:00 PM	6:00 AM - 12:00 PM	6:00 AM - 12:00 PM	6:00 AM - 12:00 PM	6:00 AM - 10:00 AM	
Peak Hour	12:00 PM - 8:00 PM	12:00 PM - 8:00 PM	12:00 PM - 8:00 PM	12:00 PM - 8:00 PM	12:00 PM - 8:00 PM	10:00 AM - 8:00 PM	12:00 PM - 5:00 PM
Off-Peak							5:00 PM - 8:00 PM
Night Time	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM

For: All other time periods							
Chart 2							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Northbound							
Night Time	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM
Off-Peak	5:00 AM - 10:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 8:00 AM
Peak Hour	10:00 AM - 4:00 PM	6:00 AM - 8:30 AM	6:00 AM - 8:30 AM	6:00 AM - 8:30 AM	6:00 AM - 8:30 AM	6:00 AM - 8:30 AM	8:00 AM - 2:00 PM
Off-Peak		8:30 AM - 2:00 PM	8:30 AM - 2:00 PM	8:30 AM - 2:00 PM	8:30 AM - 2:00 PM		
Peak Hour		2:00 PM - 6:00 PM	2:00 PM - 6:00 PM	2:00 PM - 6:00 PM	2:00 PM - 6:00 PM	8:30 AM - 9:00 PM	
Off-Peak	4:00 PM - 8:00 PM	6:00 PM - 8:00 PM	6:00 PM - 8:00 PM	6:00 PM - 8:00 PM	6:00 PM - 8:00 PM		2:00 PM - 8:00 PM
Night Time	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	9:00 PM - 12:00 AM	8:00 PM - 12:00 AM
Southbound							
Night Time	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM	12:00 AM - 5:00 AM
Off-Peak	5:00 AM - 9:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 6:00 AM	5:00 AM - 10:00 AM
Peak Hour	9:00 AM - 7:00 PM						10:00 AM - 5:00 PM
Off-Peak		6:00 AM - 1:00 PM	6:00 AM - 1:00 PM	6:00 AM - 1:00 PM	6:00 AM - 1:00 PM	6:00 AM - 12:00 PM	
Peak Hour		1:00 PM - 6:00 PM	1:00 PM - 6:00 PM	1:00 PM - 6:00 PM	1:00 PM - 6:00 PM	12:00 PM - 7:00 PM	
Off-Peak	7:00 PM - 8:00 PM	6:00 PM - 8:00 PM	6:00 PM - 8:00 PM	6:00 PM - 8:00 PM	6:00 PM - 8:00 PM		5:00 PM - 8:00 PM
Night Time	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	8:00 PM - 12:00 AM	7:00 PM - 12:00 AM	8:00 PM - 12:00 AM

Complete all construction operations in Stage 1 and implement winter shutdown traffic controls prior to 12:01 AM November 13, 2014. The completion of Stage 1 (temporary structure, TS temporary roadway) prior to suspension of operations in the fall of 2014 is based on the expedited work schedule and may require extraordinary forces and equipment.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete Stage 1 prior to 12:01 AM November 13, 2014, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the work remains uncompleted after 12:01 AM, November 13, 2014. An entire calendar day will be charged for any period of time within a calendar day that work remains uncompleted beyond 12:01 AM.

Complete Stage 2 (rehabilitation of structure B-37-148) prior to 12:01 AM May 21, 2015 and open all lanes of IH 39 and STH 153 to traffic.

If the contractor fails to complete Stage 2 and open all lanes prior to 12:01 AM May 21, 2015, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the work remains uncompleted after 12:01 AM, May 21 2015. An entire calendar day will be charged for any period of time within a calendar day that work remains uncompleted beyond 12:01 AM.

Complete Stage 3 with all lanes open and traffic on permanent lanes prior to 12:01 AM July 2, 2015. Do not switch traffic to the temporary northbound roadway prior to July 8, 2015.

Complete Stage 4 (rehabilitation of structure B-37-149) prior to 12:01 AM September 3, 2015 and open all lanes of IH 39 and STH 153 to traffic.

If the contractor fails to complete Stage 4 and open all lanes prior to 12:01 AM September 3, 2015, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the work remains uncompleted after 12:01 AM, September 3, 2015. An entire calendar day will be charged for any period of time within a calendar day that work remains uncompleted beyond 12:01 AM.

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

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

General

Revise standard spec 108.11(1) and standard spec 108.11(3) as follows:

If the contractor does not complete the work within the contract time, the department will assess liquidated damages. The department will deduct \$10,000 per calendar day from payments due the contractor for every calendar day that the work remains uncompleted.

Lane closures shall follow Charts 1 and 2 above with exceptions noted in the staging describe below for tie ins. Stages allowing lane closures shall maintain a minimum of one lane in each direction at all times. Traffic in Stage 2 and Stage 4 will use a temporary structure while the existing structures are rehabilitated. Portable Changeable Message Signs (PCMS) will be installed on IH 39 before the work zone, warning drivers of the construction activities and closures.

Construction Stages:

Construct the temporary structure, temporary roadway and structures B-37-148 & 149 using the following construction stages:

Construction Stage 1 (September - November 2014):

- Construct temporary structure median pier.
- Construct temporary bypass structure approaches for southbound lanes (TS Line).
- Complete temporary bypass for southbound lanes (TS Line).
- Construct gateway sign, banner poles and landscaping.

Traffic Operations Stage 1:

- IH 39 median shoulders (northbound and southbound) will be closed.
- IH 39 median lane closures southbound for material delivery and shoulder excavation as defined by off-peak and night hours in Chart 2 above. No lane closures are allowed during peak hours in Chart 2 above except as follows for tie in.
- A one-time southbound continuous lane closure will be allowed from 7:00 PM Sunday through 1:00 PM Thursday for construction of the TS Line tie in to IH 39. No lane rental charges will be assessed during this time period. Deploy the required PCMS a minimum of one week in advance of the closure.
- STH 153 median lanes will be closed in both directions for temporary structure median pier construction.
- STH 153 will be closed in a single direction alternately for the installation of the temporary structure above. Eastbound and westbound may not be closed at the same time. Eastbound traffic will be detoured to STH 34, westbound to Maple Ridge Road. The closures can occur between Sunday night and Thursday morning, 8:00 PM to 5:00 AM.
- The sidewalk north of STH 153 will require flagging for short durations to accommodate pedestrian movements while the temporary structure is constructed.

Winter Shutdown (November 2014 – March 2015)

No construction to occur.

Traffic Operations

- IH 39 northbound and southbound traffic will continue using permanent lanes with no lane closures permitted.
- STH 153 will have both the median and outside lanes open in each direction.

- Winter Shutdown will commence with the completion of Stage 1 in the fall of 2014. Do not resume work until March 30, 2015 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2015. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Construction Stage 2 (April – May 2015):

- Rehabilitate structure B-37-148.

Traffic Operations Stage 2:

- IH 39 northbound traffic will continue using permanent lanes.
- IH 39 southbound traffic will be switched to the temporary structure and TS Line while structure B-37-148 is rehabilitated. When the structure is completed, southbound traffic will be switched back to normal lanes.
- IH 39 will be closed for two nights from 10:00 PM to 5:00 AM in the southbound direction utilizing ramp off-on. One night to complete temporary bypass tie-ins and one night to switch back to mainline traffic.
- An IH 39 southbound outside lane closure may be permitted by the engineer during off-peak and night hours for the deck pour.
- STH 153 shall have at least one lane open to traffic in each direction at all times.
- The sidewalk north of STH 153 will require flagging for short durations to accommodate pedestrian movements while the existing structure is rehabilitated.

Construction Stage 3 (June 2015):

- Remove temporary bypass for southbound lanes (TS Line).
- Construct temporary bypass for northbound lanes (TN Line).

Traffic Operations Stage 3:

- IH 39 northbound and southbound traffic will continue using permanent lanes.
- IH 39 median shoulders (northbound and southbound) will remain closed.
- IH 39 northbound and southbound median lanes may be closed as defined by off-peak and night hours in Chart 1 above. No lane closures are allowed during peak hours in Chart 1 above except as follows.
- A one-time northbound continuous lane closure will be allowed from 6:00 PM Sunday through 3:30 PM Thursday for construction of the TN Line tie in to IH 39. A one-time southbound continuous lane closure will be allowed from 8:00 PM Sunday through 12:00 PM Thursday for removal of the TS Line tie in to IH 39. No lane rental charges will be assessed during this time period. Deploy the required PCMS a minimum of one week in advance of the closure. Only one direction may be closed at a time.
- STH 153 will have both the median and outside lanes open in each direction.

- STH 153 will be closed in a single direction alternately for the removal of the structure deck above. Eastbound and westbound may not be closed at the same time. Eastbound traffic will be detoured to STH 34, westbound to Maple Ridge Road. The closures can occur between Sunday night and Thursday morning, 8:00 PM to 5:00 AM.

Construction Stage 4:

- Rehabilitate structure B-37-149.

Traffic Operations Stage 4 (July – August 2015):

- IH 39 southbound traffic will continue using permanent lanes.
- IH 39 will be closed for two nights from 10:00 PM to 5:00 AM in the northbound direction utilizing ramp off-on. One night to complete temporary bypass tie-ins and one night to switch back to mainline traffic.
- IH 39 northbound traffic will be switched to the temporary structure and TN Line while structure B-37-149 is rehabilitated. When the structure is completed, northbound traffic will be switched back to normal lanes.
- An IH 39 northbound outside lane closure may be permitted by the engineer during off peak hours for the deck pour.
- STH 153 shall have at least one lane open to traffic in each direction at all times. Lane closures will be coordinated with the bridge construction.
- The sidewalk north of STH 153 will require flagging for short durations to accommodate pedestrian movements while the existing structure is rehabilitated.

Construction Stage 5 (September 2015):

- Remove temporary bypass for northbound lanes (TN Line).
- Remove temporary structure.
- Complete final grading and shoulder work of IH 39 median.
- Complete restoration of STH 153 median.

Traffic Operations Stage 5:

- IH 39 northbound and southbound traffic will continue using permanent lanes.
- IH 39 median shoulders (northbound and southbound) will remain closed.
- IH 39 median lanes will be closed in both directions as defined by off-peak and night hours in Charts 1 and 2 above. No lane closures are allowed during peak hours in Chart 1 above except as follows.
- STH 153 will have either the median or outside lane in each direction closed to remove the temporary structure and complete restoration. Lane closures will be coordinated with the temporary bridge removal.
- The sidewalk north of STH 153 will require flagging for short durations to accommodate pedestrian movements while the temporary structure is removed.

Lane restrictions and closures on IH 39 are required within the project. Complete operations that will reduce traffic to one lane during Off-peak or Night Time hours, except as noted in the “Traffic” article of these special provisions.

Hold prosecution and progress meetings once a week. The contractor's superintendent or appointed representative shall attend and provide an update of the next week's operations, including proposed roadway closures. Prior to winter shutdown an appointed representative for the erosion control, pavement marking, signing and traffic control contractors shall attend a prosecution and progress meeting to discuss winter shutdown requirements.

Upon placing traffic on temporary roadway, monitor the condition of the pavement for a period of not less than 48 hours prior to beginning any work that may take place upon completion of the traffic switch and which would not permit traffic to be shifted back onto the existing roadway. Traffic switches to temporary widening will not be allowed to take place on Fridays, unless the contractor designates a representative to monitor the roadway over the weekend.

Contractor Coordination:

Prosecution and progress meetings shall be held once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work to be expected to begin within the next two weeks shall attend and provide a written schedule of the next week(s)' operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. Representatives of the North Central Region Traffic Section and State Patrol shall be invited to attend the prosecution and progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors. Contact and coordinate with NC Region Traffic Section and State Patrol prior to the start of a traffic change or stage.

Migratory Birds

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure.

4. Lane Rental Assessment.

A Description

The contractor will be assessed a rental charge for each IH 39 lane closure, ramp closure, and each full closure of IH 39 from the time of notice to proceed until completion of all

project work. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to discourage unnecessary closures, especially during time periods outside of Night Time hours.

Submit the dates of the proposed lane, shoulder, ramp, and roadway restrictions/closures to the engineer as part of the progress schedule. Coordinate lane, shoulder, ramp, and roadway restrictions/closures with any concurrent operations on IH 39 within 3 miles of the project.

The hours for Peak, Off Peak, and Night Time work are defined in the Prosecution and Progress article of these special provisions.

A.1 Lane Rental Assessment Table

The hourly rental rate will be assessed for each IH 39 freeway lane closure, each service ramp closure, and each full closure of a freeway roadway (except as noted below), per direction of travel as follows:

Freeway Closure Type (Per Direction of travel)	Peak* Hours		Off Peak Hours	
	Hourly Rental	Closure Hour Credits	Hourly Rental	Closure Hour Credits
Single Lane Closure (northbound and southbound IH 39)	\$10,000	0	\$1,000	100
STH 153 2 lane directional closure	\$2,500	0	\$500	72
Northbound IH 39 Closure	\$20,000	0	\$4,000	0
Southbound IH 39 Closure	\$20,000	0	\$4,000	0

*Lane, ramp, shoulder, and roadway closures during the peak hour are not allowed except during Stages 1, Stage 3 and Stage 5 as described in the Traffic article. See article Prosecution and Progress. Non-compliant closures will be assessed at the Peak Hour Rate.

Lane rental will not be assessed for single lane closures on STH 153 as long as the closure follows the language set out in the prosecution and progress. Lane rental on

STH 153 will only be assessed for a 2 lane directional closure as further described in the Traffic article.

Closure times exceeding the allowed duration will be subject to Lane Rental Assessment.

The hourly rental rate represents the average hourly cost of the interference and inconvenience to the road users for each closure. The contractor will be assessed a fee for lane rental in excess of the maximum credited hours specified. The assessment will be computed based on the total number of hours that each lane, ramp, or roadway closure exceeds the "closure hour credits", multiplied by the "hourly rental" rate as defined in the Lane Rental Assessment table.

For work performed under this contract, multiple lane closures in one direction of travel at a given time will be assessed as one lane closure.

The Lane Rental Assessment will be measured in 15-minute increments. All lane, ramp, or roadway closure event durations greater than 15 minutes in length will be rounded up to the nearest 15 minutes for the purposes of this computation.

In the event that the lane, ramp, or roadway closures extend into the periods noted in the Prosecution and Progress, Traffic, Other Work Restrictions, or Holiday Work Restrictions articles of these special provisions, the closure will be considered noncompliant.

Non-compliant closures may result in a project shut down until the closure is removed. Assessments for non-compliant closures will be based on the peak hour rate and the duration of the non-compliant closure, which will be measured in 5-minute increments. Closure hour credits will not be accepted for non-compliant closures.

Lane rental assessment will be made based on the applicable rate for any and all closures whether work is being performed or not. The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Assessment.

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

A.1.1 Lane Rental Assessment and Liquidated Damages

When the contractor is to be charged a liquidated damage fee, and a lane or roadway closure is in effect to facilitate construction operations that are exceeding credited hours, the contractor will be charged both the lane rental assessment and the liquidated damages fee.

B Vacant)

C (Vacant)

D Measurement

The department will assess Lane Rental Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The charge will be the total dollar amount of each freeway closure type category where the total number of hours that each lane, ramp, or roadway closure exceeds the project maximum number of “closure hour credits,” as defined in the Lane Rental Assessment table, multiplied by the “hourly rental” as defined in the Lane Rental Assessment table. The Lane Rental Assessment total will not be reduced or offset with freeway closure type categories where the total closure hours are less than “closure hour credits.”

Lane Rental Assessment will be in effect from the time of notice to proceed until the project is given final acceptance.

5. Traffic.

General

Maintain traffic with a minimum of 12-foot travel lanes at all times on all roadways for the work under Project 1160-02-81 unless otherwise noted within this article.

Conduct operations in a manner that will cause the least interference to traffic, pedestrian movements, commercial access, and residential access adjacent to and within the construction area. This includes the following restrictions:

- No vehicle or piece of equipment will be permitted to enter a live traffic roadway against the direction of normal traffic flow, even if the roadway has been declared part of a haul road.
- All construction vehicles and equipment entering or leaving live traffic lanes will yield to through traffic. Unsafe actions will result in an individual’s removal from the project unless approved to resume project activities by the engineer. Impediments to traffic due to construction activities or material delivery will be subject to lane rental assessments as determined by the engineer.
- Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Any damage done to the above during the construction operations shall be repaired or replaced at the contractor’s expense.
- Access live traffic lanes only at the ends of the work zone (see plan details). Do not cut in between traffic control devices to enter IH 39 traffic lanes. Temporary access points within the temporary concrete barrier may be allowed if the engineer approves the location, configuration, and traffic control devices as proposed by the contractor.

- Provide a minimum 6-foot shoulder along vertical cut areas adjacent to lanes carrying IH 39 traffic unless concrete barrier or beam guard is in place. Provide a minimum 4:1 in slope from the shoulder hinge point in unless concrete barrier or beam guard is in place. Provide a minimum shy distance of 2 feet from live traffic lanes to beam guard or concrete barrier.
- Do not park or store equipment, vehicles or construction materials within 30 feet of the edge of the traffic lanes carrying IH 39 traffic during non-working hours unless properly protected as described in the standard specification and supplemental with the traffic control section of these special provisions.
- Do not park or store equipment, vehicles or construction materials within 20 feet of the edge of the traffic lanes carrying local road or ramp traffic during non-working hours unless properly protected as described in the standard specification and supplemental with the traffic control section of these special provisions.
- Equip all construction vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing amber signal) of 8-inch minimum diameter. Activate the beam when merging into or exiting a live traffic lane.
- Notify the Wisconsin State Patrol, Marathon County Sheriff's Department, and local law enforcement a minimum of two weeks prior to any full roadway or ramp closures, and lane closures on IH 39 that will be in effect through the peak hour.
- Do not use maintenance crossovers to make U-turns.
- Mobilizations required to begin a new stage or to facilitate the contractors work schedule shall be incidental to the traffic control bid items and other contract bid items.
- The single lane remaining open to traffic during lane closures on IH 39/USH 51 shall have a minimum clear width of 16' (including shoulders) from face to face of temporary barrier, beam guard, and/or traffic drums.
- Reduce the work zone speed limit from 65 mph to 55 mph during lane reductions and when traffic is shifted onto the TS and TN Lines. Maintain 65 mph speed limit at all other times.

Use drums, barricades, cones, flaggers or temporary fencing, in addition to the traffic control shown in the plans, to delineate and or protect the public from temporary hazards in the work zone. Protect hazards such as; exposed excavations, drop offs, construction equipment and operations and any other hazardous condition that is caused by the construction activity. All costs for the use of such devices are incidental to the operation that creates the hazard.

STH 153 will be reduced to one lane in each direction during Stages 1, 3 and 5. Access must be provided for emergency vehicles at all times, potentially on the opposing roadway. Portable Changeable Message Signs (PCMS) will be placed on STH 153 east and west of IH 39 seven days prior to construction.

STH 153 will need to be closed separately in each direction for the demolition of the existing structure decks and the construction and removal of the temporary structure. The road closures will occur at night, from 8:00 PM to 5:00 AM, on weekdays from Sunday night to Thursday morning. During this time, a detour will be in place with detour signage.

Advance Notification and Coordination

Designate a local individual responsible for traffic control, all emergency traffic and emergency traffic control repair. Provide the name and phone number of this individual to the engineer, State Patrol, Marathon County sheriff, local police and fire departments.

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 39 and STH 153 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and event periods:

Holidays:

- From 4:00 PM Thursday, August 28, 2014 to 10:00 PM Tuesday, September 2, 2014 for Labor Day;
 - From 4:00 PM Wednesday, November 26, 2014 to 10:00 PM Monday, December 1, 2014 for Thanksgiving;
 - From 4:00 PM Thursday, May 21, 2015 to 10:00 PM Tuesday, May 26, 2015 for Memorial Day;
 - From 4:00 PM Thursday, July 2, 2015 to 10:00 PM Tuesday, July 7, 2015 for Independence Day;
 - From 4:00 PM Thursday, September 3, 2015 to 10:00 PM Tuesday, September 8, 2015 for Labor Day;
 - From 4:00 PM Wednesday, November 25, 2015 to 10:00 PM Monday, November 30, 2015 for Thanksgiving.
- 107-005 (20050502)

7. Other Work Restrictions.

IH 39 shall be kept open to two lanes of traffic in each direction at all times except for Off-Peak hours, Night Time hours, and specific construction operations requiring lane or roadway closures as described in the “Traffic” article of these provisions.

Construction operations affecting the traveling public’s safety will not be allowed during snow and ice conditions unless approved by the engineer.

IH 39 shall be kept open to two lanes of traffic in each direction at all times during the dates in the article “Holiday Work Restrictions” and also during the following special event periods:

Tomahawk Fall Ride – Mid September 2014 and 2015

- From 4:00 PM Wednesday, Sept. 10, 2014 to 6:00 AM Monday, Sept. 15, 2014;
- From 4:00 PM Wednesday, Sept. 16, 2015 to 6:00 AM Monday, Sept. 21, 2015.

Opening weekend of the 2014 and 2015 deer seasons:

- From noon Thursday, November 20 through 6:00 AM Monday, November 24, 2014;
- From noon Thursday, November 19 through 6:00 AM Monday, November 23, 2015.

Opening weekend of the 2015 fishing season:

- From noon Friday, May 1 through 6:00 AM Monday, May 4, 2015.

STH 153 shall be kept open to two lanes of traffic in each direction and IH 39 ramps shall remain open at all times during the dates in the article “Holiday Work Restrictions” and also during the following special event periods:

Little Bull Falls Log Jam – August 7 through 9, 2015

- From noon Friday, August 7, 2015 to 6:00 AM Monday, August 10, 2015.

8. Utilities.

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

Some or all of the below utilities may have facilities located near proposed plantings and banner poles. The engineer may alter the locations of all plantings being installed under this contract to avoid conflicts with existing utility facilities.

The following utilities are located within or near the project limits and no conflicts are anticipated:

Mosinee Municipal Water and Sewer Utility (Sewer)
Mosinee Municipal Water and Sewer Utility (Water)
Packerland Broadband
TDS Telecom
Windstream KDL, Inc.
Wisconsin Public Service Corporation (Gas)

Charter Communications has facilities from near Station 49+50 RT to Station 50+50 RT. Provide Charter communications notice, as required by Trans. 220.05(10), prior to the placement of any piling or sheeting for the abutments.

Wisconsin Public Service Corporation (Electric) plans to install a transformer for the proposed gateway sign near the northbound off-ramp. Maintain a minimum of 10 feet of clearance from the location of this transformer with all proposed plantings.

Wisconsin Public Service Corporation has electric conduit located in the median of STH 153 for the purposes of electric distribution to the street lighting system. The location of the electric conduit will be in close proximity of the plantings and banner pole. Avoid damaging the electric conduit while excavating for plantings and banner poles.

9. Notice to Contractor – Equipment.

Submit Form 7460-1 to the Federal Aviation Administration (FAA) at least 60 days before beginning construction for any equipment that will exceed 1310 feet above mean sea level (AMSL). Special marking and lighting of this equipment for the duration of the project may be required. Contact Justin Hetland, Airspace Safety Program Manager, Bureau of Aeronautics at (608) 267-5018 for details and information on how to obtain Form 7460-1.

Refer to the following FAA website for instructions to complete the form and the required information:

<http://forms.faa.gov/forms/faa7460-1.pdf>

Contact Marathon County planning and zoning office for temporary permission at least 60 days before beginning construction for any equipment that will exceed 1310 feet above mean sea level (AMSL).

Equipment shall be properly equipped with flagging and/or lighting as required by the FAA at all times. Coordinate with the FAA regarding equipment placement and working height. Tall equipment may be required to be lowered when not in use.

Contact the Central Wisconsin Airport to coordinate the siting of all equipment working above an elevation of 1310 feet above mean sea level. Inform the airport of all times when work is occurring that requires exceeding this elevation.

10. Notice to Contractor - Airport Safety and Security.

Work is required within the secure areas of the Central Wisconsin Airport where special requirements must be followed. All personnel engaged in work within the airport are required to participate in mandatory training. Training expenses are incidental to the work in this contract.

Coordinate with the Central Wisconsin Airport to obtain site training and approved access to the secure areas of the airport to install the sign, fencing and landscaping.

Contact for CWA:

Tony Yaron
Airport Manager
200 CWA Drive, Suite 201
Mosinee, WI 54455
Phone: (715) 693-2147

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Operations on Airport

A. Motor Vehicles on Airport

1. Night or Low Visibility Operations

- a. All motor vehicles shall be equipped with two headlights and one or more red taillights.
- b. All motorized vehicles operated by contractor on the airport shall be equipped with a 3-foot square flag, consisting of a checker of International Orange and White square of not less than 1-foot on each side, displayed in full view above the vehicles. These vehicles shall also be equipped with flashing yellow light units.

2. Vehicle Speed

- a. Motor vehicles shall not operate at a speed that endangers property or persons in the area.
- b. Motor vehicles shall not exceed 10 mph on the aircraft parking ramps or 25 mph on the perimeter/service roads. All vehicles are restricted to 5 mph when in close proximity to aircraft.

3. Involvement in Vehicle Accidents

- a. Any persons damaging any airfield light fixture or other airport facility shall report such damage to the Airport Manager's office immediately and shall be responsible for his or her share of any costs required to repair or replace the damaged fixture or facility.

4. Parking Vehicles
 - a. Areas designated for vehicle parking and staging of equipment must obtain approval by the Airport.
 - b. No motor vehicles of any type shall be allowed to park overnight or unattended without prior authorization by the Airport Manager or his/her representative.
 5. Right-Of-Way
 - a. The operator of a motor vehicle shall yield right-of-way to all aircraft, under all conditions.
 6. Communication Between Vehicle and Airport Operations
 - a. At no time shall a vehicle enter a movement area unless the vehicle is equipped with a functioning two-way radio capable of communication with Airport Operations or is under escort of a vehicle equipped with such radio.
- B. Construction Operations
1. Escorts
 - a. All escorts performed by the contractor must be accomplished by airport approved personnel operating a vehicle marked by a 3 feet x 3 feet orange and white checkered flag and/or amber beacon with two-way radio communication with Airport Operations by approved personnel.
 2. Cranes
 - a. All activities involving cranes must be pre-coordinated in advance with the Airport Manager. The following information is required:
 - 1) Location of Equipment
 - 2) Maximum Extendable Height
 - 3) Duration of Use
 - 4) Daily Hours of Operation
 - b. The top of each crane must be marked by a 3 feet x 3 feet orange and white checkered flag and obstruction lighted at night and during poor visibility.
 - c. Crane use requires prior notifications to FAA.
 3. Restricted Areas/Safety Areas
 - a. Runways, Taxiways, and Apron: Construction activity adjacent to the runways, taxiways, and aprons which will be in use shall be coordinated with Airport Manager through the engineer.
 4. Marking and Lighting
 - a. Construction Equipment--All construction equipment must be marked with a 3 feet x 3 feet orange and white checkered flag and/or amber beacon. For nighttime construction, cranes, and other construction equipment, must be lighted.
 5. Sweeping/Clean-up
 - a. The contractor shall have sweeping or vacuuming capabilities on-site in order to remove debris as it occurs. Upon completion, the contractor is responsible for insuring that the area of concern is returned to its original condition.

- b. The contractor shall pay special attention to clean-up. All construction debris shall be disposed of immediately. The construction site shall be kept clean at all times. Materials that have a potential for being blown or carried onto aircraft parking and maneuvering areas shall be ballasted, removed and appropriately maintained. Foreign object debris (FOD) shall be immediately cleaned/picked up.

C. Haul Routes

1. Coordinate haul routes and access to the construction sites with Airport Operations.
2. Operations at Central Wisconsin are controlled by the Airport Operations from 5:30 AM to 11:30 PM. When a runway or taxiway is open to air traffic, obtain clearance from tower before any personnel or equipment proceeds onto or across the area. This will be accomplished by using a radio with frequency to communicate with Airport Operations, furnished by the contractor and operated by approved personnel. A radio-equipped flagman shall be used to control vehicular traffic crossing active areas during hauling operations. Radio Operations Personnel shall be examined and approved by Airport personnel, prior to using radios.
3. From 11:30 PM to 5:30 AM, when the airport is uncontrolled by the Airport Operations, the contractor is responsible to furnish and monitor a radio and to have approved personnel monitor and respond as required. Radio operations person shall be examined and approved by Airport Manager, prior to using radios.

11. Erosion Control.

Supplement standard spec 107.20 as follows:

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

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, mulch and any other permanent erosion control measures required, within seven (7) calendar days after the placement of topsoil.

(NCR 107.03-05312011)

12. Special Material Requirements for Mitigation of Alkali-Silica Reactivity for Cast-in-Place Concrete.

This applies to all cast-in-place concrete in standard specs 390, 415, 416, 501, 502, 509, 601, 602, 603, and 620.

If the contractor elects to use coarse aggregate from sources containing significant amounts of felspa-volcanics (including rhyolite, diorite, gneiss or quartzite), the contractor shall provide the results of an ASTM C1260 test. If the results for the aggregate test indicate the material does not comply with the 0.15 percent expansion limit, the contractor shall run an ASTM C1567 mortar bar test for the blend of cementitious material incorporated into the cast-in-place concrete. The results of the ASTM C1567 shall comply with the 0.15 percent expansion limit.

The testing frequency for the ASTM C1260 test will be once every three years, or if the source of coarse aggregate changes.

The testing frequency for the ASTM C1567 will also be on a three years cycle unless the cementitious material, cementitious material blend, or aggregate source have changed, then the contractor will be required to provide new test results.
(NCR 415.04-10312013)

13. Concrete.

Delete standard spec 501.3.8.2.1(3) and replace with the following:

The department will permit the addition of ice to the mix as required to reach a target concrete temperature of 80 degrees Fahrenheit if the following conditions are met:

The un-iced concrete temperature exceeds 85 degrees Fahrenheit.

The contractor has performed the actions outlined in the contractor's accepted temperature control plan.

The contractor elects to use ice.

14. Crash Cushions Temporary.

Delete standard spec 614.3.4(1) and replace with the following:

Provide and maintain construction zone crash cushions, at the locations the plans show. Conform to the contract design criteria and to manufacturer's specifications. Certify that the installation was done accordingly to manufacturer's recommendations. Ensure that the upstream ends of crash cushions have reflective sheeting applied before opening to public traffic. Replace parts of crash cushions damaged during construction within 4 hours upon notification of the damage.

15. Furnishing and Planting Plant Material.

Amend standard spec 632.2.1 with the following:

All plants shall be grown within the states of Wisconsin, Minnesota or Michigan located within Zone 4 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publications No. 1475, issued January 2012, unless otherwise approved by the engineer.

Replace standard spec 632.2.6 (1) as follows:

- Mulch used around plantings is incidental to the planting item.

Replace standard spec 632.3.3 as follows:

Provide the layout and staking of plant materials and planting beds generally conforming to plan details. If required by the location of an adjacent utility, expose the facility. Adjust the final location of plant materials in the field to avoid existing utility lines. Maintain lateral clearance from the curb line as shown in the plans. Coordinate alternate planting locations with the engineer. Obtain approval from engineer for planting and bed locations prior to excavating plant holes.

All work required to layout, stake, expose existing utilities, and coordinate alternative planting locations is incidental to the contract work.

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

John Roelke, License Number AII-1196523, inspected Structure B-37-148 for asbestos on March 13, 2012. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Wendy Arneson, (715) 421-7391.

In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Wendy Arneson, (715) 421-7391 and DOT BTS-ESS Attn: Hazardous Materials Specialist PO Box 7965, Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-37-148, USH 51- IH 39 Southbound over STH 153.
- Site Address: 8.8M S JCT STH 29 TO E
- Ownership Information: WisDOT North Central Region, 1681 Second Avenue South, Wisconsin Rapids, WI 54495
- Contact: Wendy Arneson
- Phone: (715) 421-7391
- Age: 41 years old. This structure was constructed in 1973.
- Area: 7327 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

17. Abatement of Asbestos Containing Material B-37-0149, Item 203.0210.S.01.

A Description

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

B (Vacant)

C Construction

John Roelke, License Number AII-119523, inspected Structure B-37-0149 for asbestos on March 13, 2012 Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: the gaskets located where the guardrail attaches to the concrete parapet on B-37-0149. It is estimated that 10 square feet of non-friable ACM material (3% Chrysotile) is present in the gaskets under the guardrail attachment.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Wendy Arneson, (715) 421-7391. In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Wendy Arneson at (715) 421-7391 and DOT BTS-ESS Attn: Hazardous Materials Specialist, PO Box 7965,

Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-37-0149, USH 51-IH 39 Northbound over STH 153
- Site Address: 4.1M N JCT STH 34 TO S
- Ownership Information: WisDOT North Central Region, 1681 Second Avenue South, Wisconsin Rapids, WI 54495
- Contact: Wendy Arneson
- Phone: (715) 421-7391
- Age: 42 years old. This structure was constructed in 1972.
- Area: 7305 SF of deck

Insert the following paragraph in Section 6.g.:

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

D Measurement

The department will measure Abatement of Asbestos Containing Material (Structure) as a single complete unit of work, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0210.S.01	Abatement of Asbestos Containing Material Structure B-37-0149	LS

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

203-005 (20120615)

18. QMP Base Aggregate.

A Description

A.1 General

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

- (2) Conform to standard spec 301, 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)

19. Salvaged Aluminum Parapet Railing.

Conform to the requirements of standard spec 614 and as modified in this special provision.

Contact WisDOT, Tom Hardinger at (715) 421-8323 upon completion of the removal and for storage of salvageable materials at specified locations. The department will inspect the materials and has the right to reject damaged or otherwise unwanted materials.

Remove and dispose of all unwanted materials, including materials rejected by the department.

20. Asphaltic Surface.

Replace standard spec 465.2 (1) with the following:

Under the Asphaltic Surface bid item submit a mix design. Furnish asphaltic mixture meeting the requirements specified for Type E-10 under 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8.

(NCR-10052011)

21. Temporary Structure Station 14+00 'SB'.

Perform this work in accordance to standard spec 526, as shown on the plans, and as hereinafter provided.

The structure shall have a minimum roadway width of 30-feet as measured between the faces of the wheel guards and at right angles to the centerline.

Delete standard spec 526.1526.3.2(2). The temporary structure is not over a waterway.

Match the overall minimum existing vertical clearance of B-37-148 and B-37-149 on each roadway of STH 153.

Provide protection for pedestrians and STH 153 traffic from falling debris from construction activities and traffic using the temporary structure. Safety fence for pedestrian protection is incidental to the temporary structure.

Any damage to the pavement, curb and gutter, sidewalk, pavement marking, and turf on STH 153 shall be replaced at the contractor's expense and is incidental to the contract work.

All layout and staking required for the construction of the temporary structure is to be incidental and included under the Temporary Structure bid item.

22. Field Facilities.

Supplement standard spec 642.2.1(3) as follows:

Provide a water cooler to dispense the bottled drinking water.

Supplement standard spec 642.3 as follows:

Set up the field office within seven days after notice from the engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up.

(NCR 642.02-07202012)

23. Traffic Control.

Supplement standard spec 643.3.1 with the following.

Lighting devices shall be covered or rendered inoperative when not in use.

Provide the engineer, City of Mosinee Police Department(s), County Sheriff's Department, and the State Patrol District Headquarters responsible for that county the current telephone number(s) the contractor or their representative can be contacted at all times in the event a safety hazard develops. Repair, replace or restore the damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Do not park or store equipment, vehicles, or construction materials within 12 feet of the edge of the traffic lane of any roadway during non-working hours.

Utilize two-way radios, and/or additional flag persons, within lane closure areas and at public road intersections, in order to positively direct, control, and safeguard traffic through the work zone.

All contractor vehicles or equipment operating within the project limits shall be equipped with and have flashing yellow lights operating.

A third flag person is required at all moving construction operations involving milling, paving, and shouldering. The third flag person is required to be located at the area of the moving operation to safely guide traffic around the equipment and personnel working at the moving operation.

Promptly replace all state owned signs that are removed by the contractor because of interference with construction operations. At no time may stop signs be removed or moved without flag persons present.
(NCR 643.01-05102012)

24. Public Convenience and Safety

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

Notify the following organizations and departments at least 48 hours before road closures or detours are put into effect:

Marathon County Sheriff's Department
Wisconsin State Patrol
City of Mosinee
City of Mosinee Police Department
Mosinee Fire District
Village of Kronenwetter Police Department
Village of Kronenwetter Fire Department
Marathon County Highway Department
Town of Mosinee
Mosinee School District
Mosinee Post Office
Central Wisconsin Airport

The Marathon County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

25. Public Convenience and Safety - Lane Closure Notification.

Supplement standard spec 107.8 with the following:

At least 14 days prior to the preconstruction meeting submit to the engineer for approval a schedule of closures necessary for completion of the contract. Identify general information including the construction activity requiring a closure, location of closure, type of closure, duration of closure, and times of closure.

All closures must be in accordance to the contract unless approved by the engineer. Submit any changes to the traffic control plan or other traffic related requirements of the contract to the engineer for approval at a minimum of 14 calendar days prior to the closure.

Review the closure schedule with the engineer at the preconstruction meeting. Within five days after the meeting, the engineer will accept the contractor's initial schedule or request additional information. Provide additional information requested by the engineer within five days after the request. Provide the engineer with an updated closure schedule whenever changes are necessary.

Provide the engineer a detailed closure schedule weekly, by noon on Wednesday, that covers planned closures for the following two weeks. Include detailed information on the construction activity, location, type, duration, and time of closures. Verify with the engineer that the closure is approved in the Wisconsin Lane Closure System prior to implementing the closure. Immediately notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Provide the minimum advance notification to the engineer for the following closures:

Shoulder closures	3 business days
Ramp closures	3 business days
Lane closures	3 business days
Local street closings	7 calendar days
System ramp closures	14 calendar days
Full freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Non-compliance with the above requirements may result in non-approval of a closure. No time extensions as described in standard spec 108.10 will be granted for non-approval of a closure. The department will not assume damages accrued due to non-approval of a closure, including but not limited to mobilization costs, traffic control costs, and other damages for delays to the contract.
(NCR 107.12-05312011)

26. Pedestrian Accommodations.

Sidewalk on the north side of STH 153 must remain open on a paved surface meeting ADA requirements at all times. The contractor may, with the use of flaggers on both sides of the work zone, manage pedestrian traffic during work hours and temporary delay of pedestrian traffic shall not exceed 10 minutes. Safely guide pedestrian traffic through the work zone. Pause work operations adjacent to or above the sidewalk when pedestrians are present in the work zone.

Provide pedestrian protection from falling debris during construction activities.

Pedestrian accommodations are incidental to contract work.

27. Manholes and Inlets.

Construct manholes and inlets in accordance to standard spec 611 except as hereinafter modified:

Construct manholes and inlets using only precast or cast in place concrete masonry options. The brick masonry or concrete brick or block masonry options shall not be used. (NCR 611.01-01182012)

28. Landmark Reference Monuments.

This work shall be in accordance to the requirements of standard spec 621 and the plan details, except as hereinafter provided.

Supplement standard spec 621.1 as follows:

The survey work required to tie out the landmark shall be performed by, or under the direction of, a registered land surveyor. Upon completion of the work, provide the survey notes and the County specified tie sheets to the County Surveyor and the engineer. Obtain an example of the specified tie sheets from the corresponding County Surveyor.

Supplement standard spec 621.3.1 with the following:

Provide four reference monuments for each landmark. Utilize existing concrete or Berntsen reference monuments that are outside the construction limits, as directed by the engineer, when possible. Existing reference monuments that can be used will not be considered for payment.

Replace standard spec 621.3.2.1 (1) with the following:

Under the Landmark Reference Monuments bid item, install 4 Berntsen SSDR130 30-inch stainless steel drive-in monuments with cap stamped as shown on plan details.

Supplement standard spec 621.3.3 with the following:

Protect the reference monuments until construction is completed. Any monuments that are shifted or damaged during construction shall either be replaced or reset, as directed by the engineer, by a registered land surveyor at the contractor's expense.

Replace standard spec 621.5 (2) with the following:

Payment for Landmark Reference Monuments is full compensation for furnishing, placing, and protecting Berntsen drive-in and existing monuments; for furnishing a registered land surveyor; for performing survey work; for replacing or resetting monuments if necessary; for preparing and delivering survey notes and tie sheets. (NCR 621.01-05202013)

29. Salvaged Topsoil.

Replace standard spec 625.3.2 (3) with the following:

Under the salvaged topsoil bid item, remove all the topsoil (humus-bearing soil), to the underlying sterile soil layer, within the proposed roadway foundation (limits of assumed one-to-one slopes extending outward and downward from the subgrade shoulder points). Excavate topsoil up to one foot in depth, with no additional compensation, to produce sufficient volumes to cover the designated salvaged topsoil or topsoil areas to the depths required. Topsoil material lying more than one foot below the original ground, not required for the item of salvaged topsoil or topsoil, will be paid for as common excavation. Salvage topsoil from embankment areas outside the roadway foundation if additional material is required to cover the slopes.
(NCR 625.03-01182012)

30. Removing Signs Type II.

Supplement standard spec 638.3.4 (2) as follows:

Return aluminum Type II signs to either one of the department's North Central Region Office Sign Shops located at 2841 Industrial Street, Wisconsin Rapids or 501 North Hanson Lake Road, Rhinelander. Contact the Signing Lead Worker at (715) 421-8006.
(NCR 638.01-01182012)

31. Nighttime Work Lighting-Stationary.

A Description

Provide portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

B (Vacant)

C Construction

C.1 General

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

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

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.

3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

643-010 (20100709)

32. Removing Apron Endwalls, Item 204.9060.S.01.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Apron Endwalls by each individual removed apron endwall, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Apron Endwalls	Each

Payment is full compensation for removing and disposing of apron endwalls.

204-025 (20041005)

33. Removing Pipe Underdrain, Item 204.9090.S.01.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Pipe Underdrain by the linear feet, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S	Removing Pipe Underdrain	LF

Payment is full compensation for removing and disposing of the perforated underdrain, unperforated underdrain and concrete apron endwalls, capping.

204-025 (20041005)

34. Sealing Cracks/Joints with Hot-Applied Sealant, Item 492.2010.S.

A Description

This special provision describes sealing primary crack and joints along their entire length of HMA and Portland cement concrete pavements, at locations shown in the contract documents or as directed by the engineer.

Primary cracks are defined as those cracks greater than or equal to 0.25-inches (6-mm) wide.

B Materials

B.1 Sealant Material

Use a sealant material meeting the requirements of ASTM D6690 Type II: Joint and Crack Sealants, Hot Applied, for Asphalt and Concrete Pavements. Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name.
- Trade name of sealant.
- Manufacturer's batch or lot number.
- ASTM D6690, Type II.
- Minimum application temperature.
- Maximum (or safe) heating temperature.

Prior to commencing work, provide the engineer with a certificate of compliance along with a copy of the manufacturer's recommendations pertaining to heating and application of the sealant.

B.2 Equipment

Equipment used in the performance of this work is subject to the engineer's approval.

- **Air Compressor** shall be portable and have a minimum rated capacity of 100 ft³ of air per minute at 90-psi pressure at the nozzle, and have sufficient hose to maintain a continuing operation without interruption. The unit shall also be equipped with traps that will maintain the compressed air free of oil and water.
- **High Pressure Air Lance or Hot Air Lance** shall be designed specifically for use in cleaning highway pavement and to remove debris, dirt, and dust from the cracks.
- **Hand tools** shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools that may be satisfactorily used to accomplish this work.
- **Squeegees** shall be of a flexible rubber type, in the shape of a "vee" (V), and capable of contacting materials up to 450° F without damage to it or materials.
- **Pouring Pots** shall be equipped with mobile carriage, and have a flow control valve that allows all cracks to be filled to refusal so as to eliminate all voids or entrapped air and not leave unnecessary surplus crack sealer on pavement surfaces.
- **Melting Kettle** shall be constructed as a double lined boiler with space between the inner and outer shells filled with oil or other material for heat transfer. The material for transferring heat shall have a flash point of not less than 600° F. Positive temperature control and mechanical agitation will be provided. Direct heating shall not be used. When using, maintain the temperature of the sealing compound within the range specified by the manufacturer. The kettle shall be equipped with thermostatic controls calibrated between 200° F and 550° F.

C Construction

C.1 General

Prior to commencing work, complete all pavement repairs that are included in the contract and are adjacent to pavement cracks.

Furnish all equipment that is necessary for cleaning and sealing the pavement cracks. Use equipment meeting the description and performance requirements described herein and approved by the engineer.

Replace pavement markings that become covered or obliterated with the sealant, or both, at no additional cost to the department. Place the centerline marking, including no-passing zones on the same day that existing marking are obliterated, if the road is open to

all traffic and if the surface is capable of retaining markings. Re-mark lane lines and edge lines within a timely manner.

C.2 Crack Preparation

Prepare cracks for sealing on the same day that they are to be sealed.

Use a high-pressure air lance or hot air lance to thoroughly clean cracks to a minimum depth of ½-inch (13-mm) of dust, dirt, foreign material, sand, and any other extraneous materials immediately prior to sealing. Do not burn, scorch, or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the crack surfaces. Maintain these devices and ensure that they are functioning properly.

Protect the public from potentially objectionable and/or hazardous airborne debris.

C.3 Sealant Melting

Heat and melt the sealant in a melter specified in B.2 Equipment.

Do not apply direct heat to the sealant. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure that heat is not radiated to the pavement surface.

Do not use sealant material heated beyond the safe heating temperature.

If the manufacturer's recommendations allow the sealant to be reheated or heated in excess of six hours, recharge the melter with fresh material amounting to at least 20 percent of the volume of the material remaining in the melter.

C.4 Sealing

Perform sealing when ambient air temperature is at or above 40° F (5° C).

Seal the crack by placing the applicator wand in or directly over the crack opening and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or using a sealing shoe pressed firmly against the pavement. Only a narrow thin film of material measuring from 1.0 inches to 3.0 inches (25 mm to 75 mm) wide is allowed on the pavement surface after sealing the crack.

A low pressure, light spray of water may be used to accelerate cooling of the sealant. Blotting the sealant with fine aggregate is not allowed. Remove and dispose of sealant in excess of the specified thin "film" dimensions or that has not bonded to both sides of the crack.

Do not allow traffic on the sealed cracks until the seal has cured so as not to track. Clean sealed cracks damaged from traffic with high pressure air and reseal them to meet the specified thin film amount at no additional cost to the department.

The finished work shall produce a watertight crack sealed flush with the pavement surface.

D Measurement

The department will measure Sealing Cracks/Joints with Hot-Applied Sealant by the number of gallons of sealant used to properly seal cracks.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
495.2010.S	Sealing Cracks/Joints with Hot-Applied Sealant	Gal

Payment is full compensation for furnishing and placing the sealant; preparing the pavement surface; and replacing pavement markings.
492-005 (20090901)

35. Bearing Replacement B-37-148, Item 506.7000.S.01; Bearing Replacement B-37-149, Item 506.7000.S.02.

A Description

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

B (Vacant)

C Construction

Raise the structure's girders, remove the existing bearings, and furnish and place the bearings as shown in the plans.

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

D Measurement

Structure B-37-148

The department will measure Bearing Replacement B-37-148 by the unit for each bearing, removed and replaced.

Structure B-37-149

The department will measure Bearing Replacement B-37-149 by the unit for each bearing, removed and replaced.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
506.7000.S.01	Bearing Replacement B-37-148	Each
506.7000.S.02	Bearing Replacement B-37-149	Each

Payment is full compensation for raising the bridge; removing the old bearings; furnishing and placing new bearings; and resetting anchor bolts as required.
506-025 (20030820)

36. Concrete Staining B-37-148, Item 517.1010.S.01; Concrete Staining B-37-149, Item 517.1010.S.02.

A Description

Furnish and apply a two coat concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials**B.1 Mortar**

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products
 Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied in accordance to manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products
 Achro 60 by Thoro Products
 Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

Tri-Sheen Concrete Surfacers, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H + C Shield Plus by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials in accordance to the product manufacturer's specifications for the type and condition of application required.

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

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish in accordance to standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain in accordance to the manufacturer's recommendations.

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

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

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

C.4 Test Areas

Prior to applying stain to the structure, apply the stain to sample panels measuring a minimum of 48-inches x 48-inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces in accordance to the plan.

D Measurement

The department will measure Concrete Staining (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.01	Concrete Staining B-37-148	SF
517.1010.S.02	Concrete Staining B-37-149	SF

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

517-110 (20100709)

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

A Description

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

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

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

D Measurement

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

E Payment

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

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

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

604-015 (20100709)

38. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20030820)

39. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements:

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

C Construction

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

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

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

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

616-030 (20070510)

40. Pavement Marking Grooved Wet Reflective Tape 4-Inch, Item 646.0881.S.

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

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

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

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

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

Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C.6 Tape Application

Apply the wet reflective pavement marking tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove with additional surface preparation adhesive.

The surface preparation adhesive must be set (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance. Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0881.S	Pavement Marking Grooved Wet Reflective Tape 4-Inch	LF

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

(NCR-01182012)

41. Portable Changeable Message Sign (PCMS) Remote Communications, Item SPV.0045.01.

A Description

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

B Materials

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

B.1 Materials

Furnish an EV-DO Cellular modem registered to a 3G or 4G Cellular carrier. The cellular modem must include 1 or more external antennas, 1 or more 10/100 Ethernet ports, and 1 or more db9 Serial RS-232 interfaces. The device must be able to handle -30 C to +75 C and powered by a 12VDC power supply. The cellular modem must have a built-in secure router with NAT, port forwarding and IP pass-through capabilities.

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

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

C Construction

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

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

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

D Measurement

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

E Payment

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

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

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

42. Traffic Control Vertical Panel, Item SPV.0045.02.**A Description**

This special provision describes erecting, maintaining, and removing temporary traffic control panels.

B Materials

Provide vertical panels with retro-reflective striped material that is 8 to 12 inches in width and at least 24 inches in height. The panels shall have alternating diagonal orange and white retro-reflective stripes sloping downward at an angle of 45 degrees in the direction vehicular traffic is to pass. Where the height of the retro-reflective material on the vertical panel is 36 inches or more, a stripe width of 6 inches shall be used.

C (Vacant)**D Measurement**

The department will measure Traffic Control Vertical Panels by the day, acceptably completed, measured as the number of calendar days each vertical panel is installed under the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.02	Traffic Control Vertical Panel	DAY

Payment is full compensation for furnishing, installing, and removing vertical panels, including the bases.

43. Gateway Sign, Item SPV.0060.01.**A Description**

This special provision describes furnishing and installing a Gateway Sign at the location shown on the plans and in accordance to the requirements of standard specs 634, 636 and 656, the plans, and as hereinafter provided.

B Materials

The sign shall be internally lit, one-sided facing oncoming IH 39 northbound traffic, and constructed of rust resistant metal panels, parts, and acrylic sign elements. The sign shall be supported on steel posts cast into concrete footings. All equipment needed for sign illumination to be designed and provided by the sign fabricator.

Coordinate with WPS for sign power supply and service location; contact WPS at (877) 444-0888. When applying for electrical service, contact the city of Mosinee for information required to complete the application.

B.1 Design, Shop Drawings and Graphic Proofs

Signs designs shown are diagrammatic. Create detailed shop drawings and graphic proofs, and submit to the engineer for approval prior to ordering of materials or fabrication of any sign elements. The engineer will coordinate with the City of Mosinee and Central Wisconsin Airport (CWA). Allow a minimum of 60 days for approvals.

Structural design of the sign and foundations shall conform to local and state codes. Ensure all sign elements comply with local ordinances regarding wind loading and frost heave conditions.

All city and airport logos and font elements shall match official city and airport styles. Obtain original artwork from the City of Mosinee and CWA for use in design of sign graphics, logos, and text.

Contact for city of Mosinee:

Jeff Gates, Administrator
225 Main Street
Mosinee, WI 54455
Email: cityadm@mosinee.wi.us
Telephone: (715) 693-2275
Fax: (715) 693-1324

C Construction

Install the gateway sign, and all its appurtenances, as shown on the plans and per the Standard Specifications.

The airport requires specialized training prior to access the airport grounds. Coordinate with the Central Wisconsin Airport to obtain site training and approved access to the secure areas of the airport to install the sign.

Contact for CWA:

Tony Yaron
Airport Manager
200 CWA Drive, Suite 201
Mosinee, WI 54455
Phone: (715) 693-2147

Identify and coordinate the needed electrical service for the sign with the local electric utility. Install a meter breaker pedestal in accordance to the plans for the utility to terminate the service. The meter breaker pedestal is incidental to the item, Gateway Sign.

D Measurement

The department will measure the Gateway Sign 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.0060.01	Gateway Sign	Each

Payment is full compensation for design, shop approval drawings, graphic design and proofs, structural engineering, utility coordination, fabrication, furnishing and installing all materials, airport training, layout, and associated utility service and equipment including the meter breaker pedestal.

44. Banner Pole Assemblies, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing banner pole assemblies in the roadway median locations shown on the plans and in accordance to the requirements of standard specs 634 and 636, the plans, and as hereinafter provided.

B Materials

Banners shall be two-sided, and constructed of rust resistant metal or vinyl panels.

Provide aluminum poles and bracket arms for mounting of banners. All mounting arms and fasteners shall be rust resistant.

The banner pole base shall be designed to comply with FHWA and AASHTO specifications for breakaway poles. Provide the pole certification to the engineer.

B.1 Design, Shop Drawings and Graphic Proofs

Banner and mounting arm designs shown are diagrammatic. Create detailed shop drawings and graphic proofs, and submit to the engineer for approval prior to ordering of materials or fabrication of any banner pole or banner elements. The engineer will coordinate with the City of Mosinee. Allow a minimum of 60 days for approvals.

Structural design of the sign and foundation shall conform to local and state codes. Ensure all sign elements comply with local ordinances regarding wind loading and frost heave issues.

Up to four different graphic designs are required for the banners, with graphics that depict the business park facing west as viewed from the eastbound lanes, and graphics that depict downtown and city events facing east as viewed from westbound lanes.

All logos and font elements shall match official city of Mosinee styles. Obtain original artwork from the City of Mosinee for use in design of sign graphics, logos, and text.

Contact for city of Mosinee:

Jeff Gates, Administrator
225 Main Street
Mosinee, WI 54455
Email: cityadm@mosinee.wi.us
Telephone: (715) 693-2275
Fax: (715) 693-1324

C Construction

Install the banner poles and banners, and all appurtenances, as shown on the plans and per the Standard Specifications.

Provide the layout and staking of banner pole locations as shown on the plans. If required by the location of the adjacent utility, expose the facility. Adjust the final location of banner poles in the field to avoid existing utility lines. Maintain lateral clearance from the curb line as shown in the plans. Coordinate alternate banner pole locations with the engineer. Obtain approval from engineer for banner pole locations prior to installation of poles and/or foundations.

D Measurement

The department will measure Banner Pole Assemblies as each individual banner pole unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Banner Pole Assemblies	Each

Payment is full compensation for design, shop approval drawings, graphic design and proofs, structural engineering, fabrication, furnishing and installing all materials, layout, staking, exposing existing utilities, as necessary, and coordinating alternate locations.

45. Select Crushed Material Drain, Item SPV.0060.04.

A Description

This special provision describes furnishing and placing subgrade drainage outlets in accordance to the pertinent provisions of standard spec 205 and standard spec 312 and with the details and at the locations shown on the plans. Verify the location of the outlets with the engineer before placement.

B Materials

Furnish select crushed material in accordance to standard spec 312.

C Contruction

Disposal of excess material will be paid under excavation common.

D Measurement

The department will measure Select Crushed Material Drain as each individual outlet, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Select Crushed Material Drain	Each

Payment is full compensation for furnishing all materials, excavating and placing all materials.

46. Bar Steel Reinforcement HS Stainless Bridges, Item SPV.0085.01.

A Description

This special provision describes furnishing and placing high strength stainless steel bar steel reinforcement in cut lengths as shown on the plans, and as hereinafter provided.

B Material

B.1 General

Reinforcement bars shall be deformed Grade 60, with a yield stress of 60,000 psi, meeting the requirements of ASTM A615, Standard Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, ASTM A955, Standard Specification for Deformed and Plain Stainless Steel Bars for Concrete Reinforcement, standard spec 505, and the following.

B.2 Stainless Steel Requirements

The specified solid stainless steel can be as follows: Type 316L, Type 316LN, or 2205 Duplex stainless steel meeting the requirements of ASTM A240, ASTM A276, ASTM A479, ASTM A955, and ASME SA479 as applicable.

The stainless steel reinforcement bars shall meet the bending requirements of ASTM A615 and ASTM A955.

C Construction

Handle, store and place stainless steel bars in accordance to the applicable requirements of standard spec 505 except as herein modified.

Exercise care when handling bars to avoid damage to the bundles.

Equipment for handling bars shall have protected contact areas.

Off-load bars as close as possible to their points of placement or under the crane so that the bars can be hoisted to the areas of placement to minimize re-handling.

Store bars off the ground on protective cribbing. Use timbers placed between the bundles when stacking is necessary. Space supports sufficiently close to prevent sags in the bundles.

Store bars separately from black steel.

Do not flame cut stainless steel bars.

Use epoxy-coated steel or stainless steel wire supports, spacers, and tying wire.

Minimize or eliminate where possible contact between stainless steel bars and black bars.

Welding of stainless steel bars is prohibited.

D Measurement

The department will measure Bar Steel Reinforcement HS Stainless Bridges by the pound, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Bar Steel Reinforcement HS Stainless Bridges	LB

Payment is full compensation for providing, transporting, storing and placing reinforcement including supports.

47. Salvaging and Re-Installing Guardrail, Item SPV.0090.01.

A Description

This special provision describes salvaging and re-installing guardrail to facilitate staged construction.

B Materials

Furnish the salvaged and if needed new guardrail components that meet the pertinent requirements of standard spec 614.2.

C Construction

Salvage the guardrail and associated components, store during the construction stage and re-install the guardrail before the next stage starts. Any damaged posts, blocks, guardrail and hardware shall be replaced before re-installation. All new material needed, shall be deemed incidental to the item of salvaging and re-installing guardrail. The engineer will before salvaging and re-installation meet with the contractor to determine the condition of the guardrail before salvage and re-installation operations commence.

D Measurement

The department will measure Salvaging and Re-Installing Guardrail by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Salvaging and Re-Installing Guardrail	LF

Payment is full compensation for providing required tools and equipment, storing materials, to salvage the posts, blocks, guardrail panels and hardware along with any new replacement posts, blocks, guardrail panels and hardware that are damaged during salvaging operations needed for re-installation of the guardrail.

48. Shovel Cut Bed Edge, Item SPV.0090.02.

A Description

This special provision describes establishing a planting bed edge.

B (Vacant)

C Construction

Construct the bed edge as shown in the plans and details.

D Measurement

The department will measure Shovel Cut Bed Edge by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Shovel Cut Bed Edge	LF

Payment is full compensation for providing all tools and materials required for layout, cutting the bed edge and disposal of any excess materials.

49. Landscape Surveillance and Care Cycle, Item SPV.0105.01.**A Description**

Perform this work in accordance to standard spec 632 and as hereinafter provided.

B (Vacant)**C Construction**

Replace standard spec 632.3.18.1.1 as follows:

A plant establishment period of one year shall follow the completion of planting.

Delete standard spec 632.3.19.1(2) and replace with the following:

Proper care of plants consists of watering, weeding, cultivating, pruning, spraying, tightening braces and guys, retying wrapping, re-mulching, and other work necessary to keep the plants in a neat appearance and healthy growing condition. In addition to the watering required for planting under standard spec 632.3.7, during the first six weeks after planting, defined as the initial establishment period, perform complete watering at 7-day intervals. After the initial establishment period, perform care cycle maintenance at a 10-day to 14-day interval, defined as a care cycle, until October 15. The engineer may order additional watering at any time during the plant establishment period if conditions require.

Replace standard spec 632.3.19.2 with the following:

If the care specialist fails to perform any portion of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500 to cover the cost of performing the work with other forces. The department will assess these damages for each calendar day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

Replace standard spec 632.3.19.1 (10) with the following:

Provide one qualified person, called the care specialist, responsible for inspecting and performing the required care. Supply evidence the care specialist has at least two years of experience in caring for and maintaining trees, shrubs, and perennials of similar nature to this project and general knowledge of plant care. Also provide other personnel, vehicles, equipment, tools, and materials needed to accomplish the inspection and care. Have the care specialist do the following:

1. Perform care requirements to the satisfaction of the engineer a minimum of once every two weeks.
2. Prior to beginning plantings, provide the engineer a detailed schedule indicating planned maintenance times and activities for each care cycle throughout the plant establishment period. Notify the engineer of any schedule changes at least two days before the beginning of each care cycle.
3. Develop and maintain a written report after each care cycle. Ensure that the report documents the work performed during each care cycle; the number, type, and location of each plant that was removed or marginal; and other information the engineer or the specialist deems appropriate. Immediately upon request, provide the engineer an updated report for review.

D Measurement

The department will measure Landscape Surveillance and Care Cycle as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Landscape Surveillance and Care Cycle	LS

Payment for Landscape Planting Surveillance and Care Cycles is full compensation for furnishing all the work required under this bid item. The department will assess damages under the Failing to Perform Landscape Surveillance administrative item for failing to perform the required surveillance and care as specified in standard spec 632.3.19.2.

For contracts with a one growing season plant establishment period, the department will pay 50 percent of the contract value for work associated with Landscape Planting Surveillance and Care Cycles midway through the growing season and upon completion of the growing season.

50. Water for Seeded Areas, Item SPV.0120.01.

A Description

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

B Materials

Furnish water that is in accordance to the pertinent requirements of standard spec 624.

Use clean water, free of impurities or substances that might injure the seed.

C Construction

Water the seeded area in accordance to standard spec 624 except as hereinafter modified.

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling to maintain a moist soil condition for the first 30 days after seeding. Apply water in a manner to preclude washing or erosion. Do not leave topsoil un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

D Measurement

The department will measure Water for Seeded Areas by volume in thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.01	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.
(NCR 630.04-05202013)

51. Sprayed Asphaltic Shoulder Treatment, Item SPV.0165.01.**A Description**

This special provision describes spraying asphaltic material onto aggregate shoulders around guardrail.

B Materials

Furnish asphaltic material that is according to the pertinent requirements of standard spec 604.2(6).

C Construction

Apply the asphaltic material uniformly over the surface of the aggregate shoulder, between the edge of paved shoulder and shoulder point, at a rate sufficient to thoroughly coat surface. Avoid excessive application of asphaltic material. Residual spray should not extend higher than 1 inch up the posts. Exercise care to prevent material runoff. Do not apply prior to impending rain.

D Measurement

The department will measure Sprayed Asphaltic Shoulder Treatment by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Sprayed Asphaltic Shoulder Treatment	SF

Payment is full compensation for providing, handling, heating, and applying asphaltic materials.

(NCR-20130426)

52. Prestressed Concrete Girder Repair, Item SPV.0165.02.**A Description**

This special provision describes cleaning or scarifying areas; removing and disposing of any unsound concrete from those areas; the furnishing, placing and curing concrete repairs, as required to prestressed concrete girder areas requiring patch repairs as indicated on the plans.

B Materials

Materials shall conform to the requirements of the Prestressed Concrete Institute (PCI) "Manual for the Evaluation and Repair of Precast, Prestressed Concrete Bridge Products"; MNL-137-06.

C Construction**C.1 General**

Remove those portions of girders that the plans show, and the engineer directs, and replace those portions with patching material.

The following are allowable patching methods that may be used; as described in PCI MNL-137-06.

- Synthetic Patching

C.2 Preparation

Removal and preparation of the patched areas should conform to the requirements of PCI MNL-137-06.

C.3 Patching

Application of the patch should conform to the requirements of PCI MNL-137-06.

D Measurement

The department will measure Prestressed Concrete Girder Repair by the square foot, acceptably completed, measured as the exposed surface area, following removal, as delineated by the edges as defined by a chiseled surface at a right angle to the surface or saw cuts.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Prestressed Concrete Girder Repair	SF

Payment is full compensation for removing and disposing of deteriorated concrete; and for cleaning reinforcing steel; for forming, furnishing, hauling, placing, curing, and protecting all materials.

Repairing damage to existing reinforcement is incidental to the contract.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

6. Bidder's Appeal Process

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

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

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

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

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 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	31.34	16.35	47.69
Carpenter	30.48	15.90	46.38
Cement Finisher	32.65	17.32	49.97
Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	28.96	16.90	45.86
Future Increase(s): Add \$.70/hr on 6/2/2014; Add \$.75/hr on 6/1/2015.			
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	16.00	0.31	16.31
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	15.90	46.88
Roofer or Waterproofing	29.40	6.85	36.25
Teledata Technician or Installer	21.89	11.85	33.74
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	14.80	45.40
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.67	34.42

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	25.36	14.52	39.88
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	4.99	19.99
Railroad Track Laborer	23.46	10.49	33.95

<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 Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$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 Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches	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.	26.69	8.08	34.77

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: May 2, 2014

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
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	1 & 2 Axles	23.82	18.32	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	29.14	14.53	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	23.97	18.32	
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				

CLASSES OF LABORER AND MECHANICS

Bricklayer	31.34	16.05
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	31.52	16.30
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	22.82	11.52
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; Modification #3, dated May 2, 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: May 2, 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: May 2, 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	20.45	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:
20140708027PROJECT(S):
1166-02-81FEDERAL ID(S):
WISC 2014274

CONTRACTOR : _____

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

SECTION 0001 CONTRACT ITEMS

0010	201.0105 CLEARING	3.000 STA	.		.	
0020	201.0205 GRUBBING	3.000 STA	.		.	
0030	203.0200 REMOVING OLD STRUCTURE (STATION) 01. STA 213+84	LUMP	LUMP		.	
0040	203.0200 REMOVING OLD STRUCTURE (STATION) 02. STA 213+79	LUMP	LUMP		.	
0050	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 01. B-37-149	LUMP	LUMP		.	
0060	204.0110 REMOVING ASPHALTIC SURFACE	800.000 SY	.		.	
0070	204.0115 REMOVING ASPHALTIC SURFACE BUTT JOINTS	272.000 SY	.		.	
0080	204.0210 REMOVING MANHOLES	1.000 EACH	.		.	
0090	204.0220 REMOVING INLETS	9.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140708027PROJECT(S):
1166-02-81FEDERAL ID(S):
WISC 2014274

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.0245 REMOVING STORM SEWER (SIZE) 01. 12 - INCH	80.000 LF	.		.	
0110	204.9060.S REMOVING (ITEM DESCRIPTION) 01. APRON ENDWALLS	1.000 EACH	.		.	
0120	204.9090.S REMOVING (ITEM DESCRIPTION) 01. PIPE UNDERDRAIN	2,775.000 LF	.		.	
0130	205.0100 EXCAVATION COMMON	11,700.000 CY	.		.	
0140	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. B-37-148	LUMP	LUMP		.	
0150	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 02. B-37-149	LUMP	LUMP		.	
0160	210.0100 BACKFILL STRUCTURE	560.000 CY	.		.	
0170	213.0100 FINISHING ROADWAY (PROJECT) 01. 1166-02-81	1.000 EACH	.		.	
0180	305.0110 BASE AGGREGATE DENSE 3/4-INCH	800.000 TON	.		.	
0190	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	4,250.000 TON	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0200	312.0110 SELECT CRUSHED MATERIAL	10,650.000 TON	.		.	
0210	415.0090 CONCRETE PAVEMENT 9-INCH	70.000 SY	.		.	
0220	416.1010 CONCRETE SURFACE DRAINS	13.000 CY	.		.	
0230	455.0605 TACK COAT	578.000 GAL	.		.	
0240	465.0105 ASPHALTIC SURFACE	122.000 TON	.		.	
0250	465.0125 ASPHALTIC SURFACE TEMPORARY	3,830.000 TON	.		.	
0260	465.0305 ASPHALTIC SURFACE SAFETY ISLANDS	25.000 TON	.		.	
0270	465.0310 ASPHALTIC CURB	52.000 LF	.		.	
0280	465.0315 ASPHALTIC FLUMES	27.000 SY	.		.	
0290	465.0400 ASPHALTIC SHOULDER RUMBLE STRIP	3,075.000 LF	.		.	
0300	492.2010.S SEALING CRACKS AND JOINTS WITH HOT-APPLIED SEALANT	12.000 GAL	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0310	502.0100 CONCRETE MASONRY BRIDGES	804.000 CY	.		.	
0320	502.3200 PROTECTIVE SURFACE TREATMENT	2,176.000 SY	.		.	
0330	502.5010 MASONRY ANCHORS TYPE L NO. 6 BARS	168.000 EACH	.		.	
0340	502.5015 MASONRY ANCHORS TYPE L NO. 7 BARS	64.000 EACH	.		.	
0350	505.0405 BAR STEEL REINFORCEMENT HS BRIDGES	1,200.000 LB	.		.	
0360	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	190,120.000 LB	.		.	
0370	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 01. B-37-148	10.000 EACH	.		.	
0380	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 02. B-37-149	10.000 EACH	.		.	
0390	506.7000.S BEARING REPLACEMENT (STRUCTURE) 01. B-37-148	22.000 EACH	.		.	
0400	506.7000.S BEARING REPLACEMENT (STRUCTURE) 02. B-37-149	16.000 EACH	.		.	
0410	509.1500 CONCRETE SURFACE REPAIR	26.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0420	516.0500 RUBBERIZED MEMBRANE WATERPROOFING	48.000 SY	.		.	
0430	517.1010.S CONCRETE STAINING (STRUCTURE) 01. B-37-148	514.000 SF	.		.	
0440	517.1010.S CONCRETE STAINING (STRUCTURE) 02. B-37-149	513.000 SF	.		.	
0450	520.1012 APRON ENDWALLS FOR CULVERT PIPE 12-INCH	1.000 EACH	.		.	
0460	520.4012 CULVERT PIPE TEMPORARY 12-INCH	1,070.000 LF	.		.	
0470	526.0100 TEMPORARY STRUCTURE (STATION) 01. 14+00 'SB'	LUMP	LUMP		.	
0480	550.1100 PILING STEEL HP 10-INCH X 42 LB	160.000 LF	.		.	
0490	603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED	7,790.000 LF	.		.	
0500	603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED	7,790.000 LF	.		.	
0510	604.0400 SLOPE PAVING CONCRETE	55.000 SY	.		.	
0520	604.0500 SLOPE PAVING CRUSHED AGGREGATE	120.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0530	604.9015.S RESEAL CRUSHED AGGREGATE SLOPE PAVING	310.000 SY	.		.	
0540	606.0200 RIPRAP MEDIUM	3.000 CY	.		.	
0550	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	117.000 LF	.		.	
0560	611.0530 MANHOLE COVERS TYPE J	4.000 EACH	.		.	
0570	611.0642 INLET COVERS TYPE MS	9.000 EACH	.		.	
0580	611.0654 INLET COVERS TYPE V	4.000 EACH	.		.	
0590	611.2003 MANHOLES 3-FT DIAMETER	4.000 EACH	.		.	
0600	611.2004 MANHOLES 4-FT DIAMETER	1.000 EACH	.		.	
0610	611.3225 INLETS 2X2.5-FT	4.000 EACH	.		.	
0620	611.3901 INLETS MEDIAN 1 GRATE	4.000 EACH	.		.	
0630	611.3902 INLETS MEDIAN 2 GRATE	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0640	611.3903 INLETS MEDIAN 3 GRATE	1.000 EACH	.		.	
0650	611.8120.S COVER PLATES TEMPORARY	1.000 EACH	.		.	
0660	612.0106 PIPE UNDERDRAIN 6-INCH	380.000 LF	.		.	
0670	612.0206 PIPE UNDERDRAIN UNPERFORATED 6-INCH	20.000 LF	.		.	
0680	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH	830.000 LF	.		.	
0690	614.0010 BARRIER SYSTEM GRADING SHAPING FINISHING	2.000 EACH	.		.	
0700	614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	4.000 EACH	.		.	
0710	614.0905 CRASH CUSHIONS TEMPORARY	8.000 EACH	.		.	
0720	614.0920 SALVAGED RAIL	903.000 LF	.		.	
0730	614.0925 SALVAGED GUARDRAIL END TREATMENTS	4.000 EACH	.		.	
0740	614.2300 MGS GUARDRAIL 3	850.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0750	614.2500 MGS THRIE BEAM TRANSITION	160.000 LF	.		.	
0760	614.2610 MGS GUARDRAIL TERMINAL EAT	4.000 EACH	.		.	
0770	616.0206 FENCE CHAIN LINK 6-FT	145.000 LF	.		.	
0780	616.0329 GATES CHAIN LINK (WIDTH) 01. 10 FEET	1.000 EACH	.		.	
0790	616.0410 FENCE CHAIN LINK SALVAGED 10-FT	75.000 LF	.		.	
0800	616.0700.S FENCE SAFETY	760.000 LF	.		.	
0810	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 1166-02-81	1.000 EACH	.		.	
0820	619.1000 MOBILIZATION	1.000 EACH	.		.	
0830	621.0100 LANDMARK REFERENCE MONUMENTS	4.000 EACH	.		.	
0840	624.0100 WATER	20.000 MGAL	.		.	
0850	625.0500 SALVAGED TOPSOIL	28,000.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0860	628.1504 SILT FENCE	240.000				
		LF	.		.	
0870	628.1520 SILT FENCE MAINTENANCE	240.000				
		LF	.		.	
0880	628.1905 MOBILIZATIONS EROSION CONTROL	12.000				
		EACH	.		.	
0890	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	12.000				
		EACH	.		.	
0900	628.2002 EROSION MAT CLASS I TYPE A	28,000.000				
		SY	.		.	
0910	628.7005 INLET PROTECTION TYPE A	5.000				
		EACH	.		.	
0920	628.7015 INLET PROTECTION TYPE C	10.000				
		EACH	.		.	
0930	628.7504 TEMPORARY DITCH CHECKS	500.000				
		LF	.		.	
0940	628.7570 ROCK BAGS	80.000				
		EACH	.		.	
0950	629.0205 FERTILIZER TYPE A	22.000				
		CWT	.		.	
0960	630.0120 SEEDING MIXTURE NO. 20	520.000				
		LB	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0970	630.0175 SEEDING MIXTURE NO. 75	4.000 LB	.		.	
0980	630.0200 SEEDING TEMPORARY	510.000 LB	.		.	
0990	632.0101 TREES (SPECIES, ROOT, SIZE) 01. AMERICAN LINDEN, B&B, 2. 5-INCH	1.000 EACH	.		.	
1000	632.0101 TREES (SPECIES, ROOT, SIZE) 02. BUR OAK, B&B, 2.5-INCH	1.000 EACH	.		.	
1010	632.0101 TREES (SPECIES, ROOT, SIZE) 03. SHAGBARK HICKORY, B&B, 2. 5-INCH	2.000 EACH	.		.	
1020	632.0101 TREES (SPECIES, ROOT, SIZE) 04. SUGAR MAPLE, B&B, 2.5-INCH	2.000 EACH	.		.	
1030	632.0101 TREES (SPECIES, ROOT, SIZE) 05. THORNLESS COCKSPUR HAWTHORN, B&B, 2-INCH	9.000 EACH	.		.	
1040	632.0101 TREES (SPECIES, ROOT, SIZE) 06. PRAIRIFIRE CRAB, B&B, 2-INCH	8.000 EACH	.		.	
1050	632.0101 TREES (SPECIES, ROOT, SIZE) 07. SENTINEL CRAB, B&B, 2-INCH	15.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1060	632.0101 TREES (SPECIES, ROOT, SIZE) 08. SUGAR TYME CRAB, B&B, 2-INCH	12.000 EACH	.		.	
1070	632.0101 TREES (SPECIES, ROOT, SIZE) 09. EASTERN WHITE PINE, B&B, 6-FOOT	4.000 EACH	.		.	
1080	632.0101 TREES (SPECIES, ROOT, SIZE) 10. WHITE SPRUCE, B&B, 6-FOOT	10.000 EACH	.		.	
1090	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 01. BRILLIANT RED CHOKEBERRY, CG, 24-INC	30.000 EACH	.		.	
1100	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 02. COMMON NINEBARK, B&B, 36-INCH	20.000 EACH	.		.	
1110	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 03. DWARF AMERICAN CRANBERRY, B&B, 36-INCH	14.000 EACH	.		.	
1120	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 04. DWARF-BUSH HONEYSUCKLE, CG, 18-INCH	22.000 EACH	.		.	
1130	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 05. INDIAN GRASS, CG, 1 GAL	78.000 EACH	.		.	
1140	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 06. LITTLE BLUESTEM, CG, 1 GAL	207.000 EACH	.		.	
1150	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 07. COMPACT PFITZER JUNIPER, B&B, 12-INC	30.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1160	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 08. THE PRAIRIE ROSE, CG, 18-INCH	73.000 EACH	.		.	
1170	634.0614 POSTS WOOD 4X6-INCH X 14-FT	4.000 EACH	.		.	
1180	637.2230 SIGNS TYPE II REFLECTIVE F	27.000 SF	.		.	
1190	638.2602 REMOVING SIGNS TYPE II	7.000 EACH	.		.	
1200	638.3000 REMOVING SMALL SIGN SUPPORTS	7.000 EACH	.		.	
1210	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	
1220	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. 1166-02-81	268.000 DAY	.		.	
1230	643.0300 TRAFFIC CONTROL DRUMS	38,040.000 DAY	.		.	
1240	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	1,659.000 DAY	.		.	
1250	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	2,207.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	8,065.000 DAY	.		.	
1270	643.0800 TRAFFIC CONTROL ARROW BOARDS	698.000 DAY	.		.	
1280	643.0900 TRAFFIC CONTROL SIGNS	12,115.000 DAY	.		.	
1290	643.1050 TRAFFIC CONTROL SIGNS PCMS	1,512.000 DAY	.		.	
1300	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 1166-02-81	1.000 EACH	.		.	
1310	643.3000 TRAFFIC CONTROL DETOUR SIGNS	665.000 DAY	.		.	
1320	645.0120 GEOTEXTILE FABRIC TYPE HR	6.000 SY	.		.	
1330	646.0106 PAVEMENT MARKING EPOXY 4-INCH	9,500.000 LF	.		.	
1340	646.0600 REMOVING PAVEMENT MARKINGS	2,890.000 LF	.		.	
1350	646.0881.S PAVEMENT MARKING GROOVED WET REFLECTIVE TAPE 4-INCH	1,050.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1360	649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH	9,250.000 LF	.		.	
1370	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	2,740.000 LF	.		.	
1380	649.2100 TEMPORARY RAISED PAVEMENT MARKERS	177.000 EACH	.		.	
1390	650.4000 CONSTRUCTION STAKING STORM SEWER	15.000 EACH	.		.	
1400	650.4500 CONSTRUCTION STAKING SUBGRADE	4,000.000 LF	.		.	
1410	650.5000 CONSTRUCTION STAKING BASE	4,000.000 LF	.		.	
1420	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 1166-02-81	LUMP	LUMP		.	
1430	650.9920 CONSTRUCTION STAKING SLOPE STAKES	8,000.000 LF	.		.	
1440	690.0150 SAWING ASPHALT	5,800.000 LF	.		.	
1450	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	500.000 DOL	1.00000		500.00	

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			DOLLARS	CTS	DOLLARS	CTS
1460	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	4,824.000 DOL	.		.	
1470	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	4,000.000 HRS	5.00000		20000.00	
1480	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	5,040.000 HRS	5.00000		25200.00	
1490	SPV.0045 SPECIAL 01. PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) REMOTE COMMUNICATIONS	1,080.000 DAY	.		.	
1500	SPV.0045 SPECIAL 02. TRAFFIC CONTROL VERTICAL PANEL	16,960.000 DAY	.		.	
1510	SPV.0060 SPECIAL 01. GATEWAY SIGN	1.000 EACH	.		.	
1520	SPV.0060 SPECIAL 02. BANNER POLE ASSEMBLIES	9.000 EACH	.		.	
1530	SPV.0060 SPECIAL 04. SELECT CRUSHED MATERIAL DRAIN	14.000 EACH	.		.	
1540	SPV.0085 SPECIAL 01. BAR STEEL REINFORCEMENT HS STAINLESS BRIDGES	2,940.000 LB	.		.	
1550	SPV.0090 SPECIAL 01. SALVAGING AND RE-INSTALLING GUARDRAIL	800.000 LF	.		.	
1560	SPV.0090 SPECIAL 02. SHOVEL CUT BED EDGE	396.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1570	SPV.0105 SPECIAL 01. LANDSCAPE SURVEILLANCE AND CARE CYCLE	LUMP	LUMP		.	
1580	SPV.0120 SPECIAL 01. WATER FOR SEEDED AREAS	5.000 MGAL	.		.	
1590	SPV.0165 SPECIAL 01. SPRAYED ASPHALTIC SHOULDER TREATMENT	4,485.000 SF	.		.	
1600	SPV.0165 SPECIAL 02. PRESTRESSED CONCRETE GIRDER REPAIR	9.000 SF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE