

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 3

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dodge	1107-00-74	WISC 2015 175	Allenton - Fond Du Lac South County Line to North County Line	USH 41

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: April 14, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 10, 2015	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 6%	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 Diamond grinding, HMA pavement, asphalt milling, cable guard installation, salt shed construction, beam guard installation, permanent signing, pavement marking.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1107-00-74, Allenton to Fond du Lac, South County Line to North County Line, USH 41, Dodge 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, 2015 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 (20140630)

2. Scope of Work.

The work under this contract shall consist of diamond grinding, HMA pavement, asphalt milling, cable guard installation, salt shed construction, beam guard installation, permanent signing, pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

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 a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

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

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the Preconstruction Conference

Work Restrictions

Do not begin or continue any work that closes traffic lanes, shoulders, or ramps outside the allowed time periods specified in the Traffic article in these special provisions.

The engineer reserves the right to order the opening of a closed lane or ramp at any time if the traffic congestion is determined by the department to be unacceptable.

In areas of beam guard rail replacement and adjustment, including thrie team and terminal end treatments, ensure that new beam guard is installed and rails replaced within 24 hours after they have been removed. All beam guard must be reinstalled by 5:00 AM each Friday. A shoulder and lane closure is required at all times during beam guard removal and installation until the work is complete, as shown in the plans.

If the contractor fails to open shoulders by the specified times, then the contractor will be assessed interim liquidated damages of \$5,000 per weekday calendar day per shoulder and \$10,000 per weekend calendar day or portion thereof, per shoulder. An entire calendar day will be charged for any period of time within a calendar day that the shoulder remains closed beyond 12:01 AM.

Perform the work in the order shown on the Construction Staging plans and as hereinafter detailed. Changes to the construction staging will not be permitted unless approved by the engineer.

Stage 1: Repair outside shoulder prior to shifting traffic. Base patch and repair concrete pavement lane 1 (inside). Mill and place lower layer of HMA pavement on lane 1 (inside) or diamond grind, and construct adjacent shoulder. Begin median grading and cable guard installation.

Stage 2: Base patch and repair concrete pavement lane 2 (outside). Mill and place lower layer of HMA pavement on lane 2 (outside) or diamond grind, and construct adjacent shoulder. Begin construction of ramp modifications.

Stage 3: Place upper layer of HMA pavement on lane 2 (outside) and adjacent shoulder. Complete ramp modifications.

Stage 4: Place upper layer of HMA pavement on lane 1 (inside) and adjacent shoulder. Complete median cable guard installation.

Do not store equipment or materials within the wetland areas shown on the plans. Do not stage personnel, equipment and/or supplies from Station 1337+00 to Station 1390+00 LT and RT is any area not currently capped by asphalt or concrete. Do not use the salt shed site or adjacent WisDOT owned property for borrow or waste disposal.

4. Other Contracts.

The following project may be under construction concurrently with the work under this contract. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Project 1133-03-76, IH 41 Conversion, SCL Dodge County - IH 43 Signing, USH 41, NE and SW Region Wide, Wisconsin under a department contract. Work under this contract is anticipated to be LET in the 2015 construction season. Work areas under contract 1133-03-76 fall within the physical limits of work under this contract. Coordinate activities in these areas with the 1133-03-76 contractor.

5. Traffic.

A General

Keep USH 41, on which this project is located, open to through traffic at all times throughout the project. Maintain all existing 12-foot wide lanes in each direction, except as allowed below during single lane closures and traffic shifts for ramp work. Keep all ramps and other roadways intersecting USH 41 open to traffic at all times except as allowed below.

All lane and ramp closures are subject to the approval of the Region traffic engineer. Times listed for lane and ramp closure restrictions include setup and breakdown of any equipment and traffic control devices. Notify all local emergency services at least 24 hours prior to closing and re-opening lanes or ramps on USH 41. Provide the State Highway Patrol, the Dodge County Sheriff's Department, and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

The length of lane closure will be limited to the work to be done that night, not to exceed 5 miles.

Wisconsin Lane Closure System Advanced Notification

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

Lane closures	3 business days
Service Ramp closures	3 business days
Extended closure hours	3 business days
Project Start	14 calendar days
Construction stage changes	14 calendar days

Notify the engineer and WisDOT Region Work Zone Engineer at if there are any changes in the schedule, early completions, or cancellations of scheduled work.

All lane, ramp and shoulder closures shall be removed when work is not in progress. Failure to reopen closed lanes, ramps and shoulders shall be subject to penalties specific under the article "Prosecution and Progress".

Do not park or store equipment, vehicles, or construction materials within the clear zone of any roadway carrying traffic during non-working hours except at locations and periods of time approved by the engineer. At such locations, the material and equipment involved shall not constitute a hazard to the traveling public.

During working hours, keep construction vehicles within the work zone to an absolute minimum.

Supplement standard spec 107.8 as follows:

Equip all contractors' vehicles and equipment operating in or near live traffic lanes with at least one hazard identification beacon (flashing amber light). The flashing amber light shall be activated when vehicles or equipment are operated on the roadway, parking in close proximity to the roadway, and when entering or exiting live lanes of traffic. The flashing amber light shall be mounted approximately midway between the transverse extremities of the vehicles or machinery and at the highest practicable point that provides visibility from all directions. The light shall be of the flashing strobe or revolving type meeting the following minimum requirements:

<u>Flashing Strobe Type Light</u>	<u>Revolving Type Light</u>
360-degree lens	360-degree lens
60 to 90 flashes per minute	45 to 90 flashes per minute
5-inch minimum height	4-5/8 inch minimum height
3-3/4 inch minimum diameter	3 3/4 inch minimum diameter

The light shall be equipped with bulbs of 5 candlepower minimum. Mounting shall be either magnetic or permanent. No compensation for furnishing and installing the flashing amber light to contractor owned construction equipment or vehicles will be provided for in the contract.

No contractor equipment, including trucks, shall be allowed to use maintenance/emergency crossovers for changing their direction of travel.

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

B Traffic Control Devices

Prior to any work being performed, place appropriate traffic control signing, devices and temporary and permanent pavement marking as detailed on the plans, in the Standard Detail Drawings and in conformance with the Manual of Uniform Traffic Control Devices (MUTCD). Do not proceed with any operation until all traffic control devices for such work are in the proper location, as approved by the engineer.

Place Traffic Control Signs Portable Changeable Message at the beginning of the project for each direction of USH 41 at least 14 calendar days prior to the beginning of construction. Obtain approval from the department Region Work Zone Engineer for all messages for the Traffic Control Signs Portable Changeable Message.

Do not proceed with any operation until all traffic control devices for such work are in the proper location.

Place drums for lane or shoulder closures one-foot minimum from edge of live traffic lane except as shown on the plans. Drums placed adjacent to the work areas shall be pulled back from the traveled lane when work is not in progress.

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

Do not disturb, remove or obliterate any permanent traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways not shown on the plans without the approval of the engineer.

C Closures

Place Traffic Control Signs Portable Changeable Message for all ramp closures at least ten days prior to the ramp closure. Obtain approval from the department Region Work Zone Engineer for all messages for the Traffic Control Signs Portable Changeable Message.

During the times when lane closures are allowed, maintain a minimum clear width of 13 feet paved, including the adjacent shoulder at all times.

Provide arrow boards for use during all lane closures in accordance to the MUTCD. Arrow boards for lane closures will be paid for under the item Traffic Control Arrow Boards for each night with a lane closure where an arrow board is in use.

Failure to reopen closed lanes shall be subject to penalties specified under the article “Lane Rental Fee Assessment”.

All lane and shoulder closures shall be removed when work is not in progress.

D Lane Closures

Single lane closures are allowed during off-peak hours when required by the work operation in progress. Peak hours are defined as follows:

Peak Hours

Northbound and southbound – Weekdays from 4:00 PM to 7:00 PM

Northbound Friday from 4:00 PM until Saturday at 12:00 AM (midnight)

Southbound Sunday from 12:00 PM (noon) until Monday at 12:00 AM (midnight)

Perform traffic control for lane closures as shown on the Construction Staging plans.

E Ramp Closures

Do not close more than one ramp at any time without the approval of the engineer. All hours of ramp closures shall fall within the hours allowed for single lane closures as specified above in paragraph D Lane Closures.

F Shoulder Closures

Shoulders may be closed if required by the work operation, but the right and left shoulder may not be closed in the same area at the same time.

6. Lane Rental Fee Assessment.

A General

The contract designates some lane closures to perform the work. No Lane Rental Fee Assessments will be charged for closing lanes during the allowable lane closure times. If a lane is closed outside of the allowable lane closure times, the contractor will be subject to Lane Rental Fee Assessments. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule. The contractor will coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project.

If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

A.1 Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

\$1,250 per lane per 15 minutes

The Lane Rental Fee Assessment represents the average cost of the interference and inconvenience to the road users for each closure. The Lane Rental Fee Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event increments less than 15 minutes will be assessed as a 15-minute increment.

Lane Rental Fee Assessments 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 Fee Assessment.

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

B (Vacant)

C (Vacant)

D Measurement

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance.

E (Vacant)

7. Holiday Work Restrictions and Special Events.

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

- From noon Friday, May 22, 2015 to 6:00 AM Tuesday, May 26, 2015 for Memorial Day;
- From noon Friday, July 3, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- From noon Friday, September 4, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day.

- On days with a Green Bay Packer Home Game or Packer Family Scrimmage, no lane closures are allowed on northbound USH 41 from 5 hours before kickoff to kickoff; no lane closures are allowed on southbound USH 41 from half time to five hours after the game.

- During EAA Air Venture, no lane closures are allowed either northbound or southbound USH 41 from 5:00 AM Monday the first day of the event to 10:00 PM Sunday the last day of the event.

- During Country USA, no lane closures are allowed on northbound or southbound USH 41 the Saturday and Sunday of the event.

8. Utilities.

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

Underground and overhead utility facilities are located within the project limits. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Alliant Energy has underground natural gas facilities along the west side of USH 41 north of the STH 49 interchange, as well as on the east side of East Avenue near the salt shed site, and crossing USH 41 at approximately Station 1406+00.

No conflicts are anticipated therefore; Alliant will not be relocating any of its facilities.

ATC Management has 138,000 volt overhead electric transmission lines crossing USH 41 near Station 1442+00. Maintain safe working clearance to the 138kV conductors at all times based on the latest OSHA clearances. Exercise caution when working and driving near transmission line structures to avoid damage. Unobstructed ATC access to the transmission line and structures must be maintained at all times. Do not stockpile or stage equipment or materials under or near the ATC transmission lines and structures. Do not excavate within 20 feet of the face of any structure.

No conflicts are anticipated therefore; ATC will not be relocating any of its facilities.

Frontier Wisconsin has buried communications cable crossing USH 41 at approximately Station 1310+50, Station 1406+10, and Station 1443+30, as well as buried communications cable running along the right-of-way from Station 1304+00 to Station 1336+00 LT, and along the northbound STH 67 on-ramp to Station 1406+10 RT.

No conflicts are anticipated therefore; Frontier will not be relocating any of its facilities.

Village of Lomira Department of Public Works has sanitary and water facilities along the project. Both force main sanitary and water main cross USH 41 at approximately Station 1377+50, and force main sanitary crosses again at Station 1303+50. The force main sanitary line runs along the east right-of way from Station 1297+50 to Station 1303+50, and along the west right-of way from Station 1303+580 to Station 1377+50. There is also water and sanitary facilities near the salt shed site.

No conflicts are anticipated; however coordination will be required for sanitary and water connections to the salt shed site. Contact Brian Koll at (920) 269-8155 Office or (920) 948-3946 Mobile.

WE Energies has electric facilities along the project at various locations. Overhead lines cross USH 41 at approximately Station 1390+50 and an underground line crosses USH 41 at Station 1442+00.

No conflicts are anticipated; however coordination will be required for electric connections to the salt shed site. Contact Al Schmitt at (262) 338-7662 office or (414) 322-1824 mobile.

9. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Both the department and Village of Lomira personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and final acceptance of the sanitary sewer and water main construction will be by the Village of Lomira.

105-001 (20061009)

10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained U.S. Army Corps of Engineers Section 404 permits under non-reporting categories 1 and 13. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the correspondence is available from the regional office by contacting Brian Taylor at (608) 245-2630.

11. Environmental Protection – Archeological Cultural Resource Monitoring.

Contact the Archeological Program Coordinator at WisDOT, Bureau of Technical Services Section (TSS) Cultural Resource Team (CRT) to arrange for an archeologist to monitor grading/excavations near or adjacent from Station 1337+00 to Station 1390+00 LT and RT, including the salt shed site. The CRT shall be contacted two weeks in advance of the beginning of work notice. The contact at CRT is Jim Becker, (608) 261-0137.

If human remains or associated burial items are discovered during construction, cease ground disturbing activities in the vicinity of the discovery, secure the discovery site, and notify the WisDOT on-site engineer and CRT. Do not resume ground-disturbing activities in the vicinity of the discovery until authorized by the WisDOT on-site engineer or CRT.

12. Environmental Protection – Burial Permit Submittal.

The boundaries of the un-cataloged burial site(s) extend into the project area. Per Wis. Stat. 157.70, WisDOT must request the WHS-HP for permit/authorization to work within the boundaries of a burial site. Permit/authorization is only valid for 1 year from the date of authorization. Contact Region Environmental Coordinator, Brian Taylor at (608) 245-2630 to initiate process.

13. Erosion Control.

Supplement standard spec 107.20 as follows:

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the pre-construction conference. Prepare and submit an ECIP for the project, including borrow sites and material disposal sites, in accordance to Wis. Adm. Code Chapter TRANS 401 requirements. Supplement the information shown on the plans, do not reproduce it. Identify how the project's erosion control plan will be implemented.

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

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Landscape all topsoiled areas as the plan shows or as directed by the engineer within five calendar days after placement of topsoil.

Do not wash out equipment in drainage ways or direct conduits to waters of the state. Keep slurry out of inlets and drainage ways. Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

14. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following site(s):

1. Station 1517+00
2. Station 1386+00 RT
3. Station 1380+00 LT
4. Station 1338+00
5. Station 1323+00
6. Station 1284+00
7. Station 1267+00 RT
8. Station 1253+00 LT
9. Station 1178+00 LT

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Brian Taylor, (262) 245-2630. 107-100 (20050901)

15. Removing Inlets, Item 204.0220.

Supplement standard spec 204.3.2.2 with the following.

Repair and replacement of pipes to remain in service is incidental to removing inlets.

16. Removing Endwall, Item 204.9060.S.01.

A Description

This special provision describes removing endwall 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 Endwall as each individual endwall, acceptably removed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Endwall	Each
204-025 (20041005)		

17. 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)

18. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.

Revise standard spec 305.2.2.1 as follows:

Use 1 1/4-Inch base aggregate that conforms to the following gradation requirements.

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 ^{[1], [2]}

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

^[2] 3 - 10 percent passing when base is ³ 50% crushed gravel.

19. Concrete Pavement Continuous Diamond Grinding, Item 420.1000.S.

A Description

(1) This special provision describes continuous diamond grinding of concrete pavement.

B (Vacant)

C Construction

C.1 General

(1) Diamond grind the existing concrete pavement to provide a uniform surface that is reasonably plane, free of excessively large scarification marks, and has the grade and cross slope the plans show or the engineer specifies. Do not damage the remaining pavement. Do not grind deeper than 3/4 inch from the top of the original surface.

(2) Complete full-depth and partial-depth concrete repairs, slab stabilization, dowel bar retrofit, and other pavement repair operations before grinding. Begin and end grinding at lines perpendicular to the pavement centerline at the project limits. Do not overlap adjacent grinding passes by more than 1-inch. Do not leave un-ground surface area between passes.

(3) Grind joint or crack faults so there is no more than a 1/16-inch differential between the adjacent sides of the joints and cracks. Grind warped and curled slabs as required to provide an acceptable ride. Provide smooth transitions from the edge of the mainline to shoulders, adjacent lanes, and ramps leaving no more than a 3/16-inch ridge at transitions. Grind adjacent pavement and paved shoulders as necessary to feather in a smooth

transition and maintain drainage. Do not grind approach slabs unless necessary to provide a smooth transition.

- (4) Provide lateral drainage by maintaining a constant cross slope between grinding extremities in each lane including feathered areas of the shoulder. Ensure that the finished cross slope conforms to the plans and has no depressions or slope misalignment greater than 1/4-inch in 12 feet when measured perpendicular to the centerline with a 12-foot straightedge
- (5) Do not diamond grind over valves, manholes, or other fixtures. Provide a smooth taper from the diamond ground surface to the top of the fixture.

C.2 Equipment

- (1) Use self-propelled grinding machines with electronic depth, grade, and slope controls designed for grinding and texturing pavement. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the pavement surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes.
- (2) Ensure that the machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. Do not use equipment that causes raveling, aggregate fractures, joint deflection, or other damage to material remaining in place.
- (3) Maintain equipment in proper working order. Ensure that the match and depth control wheels are round. Stop grinding and immediately replace out-of-round wheels.

C.3 Final Surface Finish

- (1) Produce a pavement surface that is true in grade and uniform in appearance. Provide a longitudinal line-type texture with corrugations parallel to the outside pavement edge.
- (2) Select the number of diamond blades per foot that will provide the proper surface finish for the aggregate type. Determine the proper sequence of operations and number of passes required to meet the specifications.
- (3) Ensure that ridges are 1/8-inch +/- 1/16-inch higher than the bottom of the grooves and uniformly spaced as follows:

	Limestone	Gravel
Width between grooves	0.090 to 0.110 inch	0.080 to 0.095 inch

- (4) Ensure that a minimum of 95 percent of any 4-foot by 100-foot section of pavement surface is textured. Remove unbroken fins as the engineer directs.

C.4 Residue Disposal

- (1) Remove solid and liquid grinding residues from the roadway by vacuuming. Leave the roadway in a clean, damp condition immediately behind the grinding machine. Remove residue immediately in areas of cross traffic. Do not allow residue and water to flow or blow across lanes used by public traffic or to enter any storm sewer, stream, lake, reservoir, marsh, or wetland. Dispose of residue and water at an acceptable material disposal site located off the project limits and as shown in the Erosion Control Implementation Plan (ECIP).

C.5 Smoothness Requirements

- (1) Measure IRI for the pavement the contract designates for grinding both before and after grinding. Conform to the QMP Ride special provision as contained elsewhere in the contract except as follows:
 - Submit smoothness assurance reports to the engineer before and after grinding for IRI and before and after correcting areas of longitudinal surface deviation.
 - Straight edging is required to identify depressions or slope misalignment as specified in C.1(4).
 - No quality control plan is required. The contractor need only provide the name and certifications for the profiler operator and identify segment locations of each profile run.
 - The profiler and operator need only be on site when before-grinding and after-grinding profiles are run; and when conducting corrective grinding operations.
 - Do not apply localized roughness requirements to surfaces the contract designates for continuous diamond grinding or the transitions to existing pavement that is not ground under the contract. Instead ensure that the finished ground surface does not include longitudinal surface deviations exceeding 0.3-inch in 25 feet as determined using ProVal's straightedge simulation analysis.
 - Low areas due to subsidence or other localized causes are excluded from the smoothness requirements. The engineer will review each low area and may direct the contractor to perform corrective grinding as required to reduce the final IRI for that segment.
- (2) In addition to the categories defined in the contract QMP Ride special provision, the department will categorize each diamond ground standard or partial segment of concrete pavement as follows:

Segments with a Posted Speed Limit of 55 MPH or Greater	
Category	Description
RCDG V	Rural concrete pavement surfaces the contract designates for continuous diamond grinding.
Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH	
Category	Description
UCDG V	Urban concrete pavement surfaces the contract designates for continuous diamond grinding.

- (3) If an individual segment IRI exceeds the corrective grinding limits of 65 in/mile for RCDG V or 115 in/mile for UCDG V, perform corrective grinding on that segment. Re-profile corrected segments to verify the final IRI. Ensure that each segment has an IRI after corrective grinding as follows:
 - For segments with a before-grinding IRI less than or equal to 200 inches/mile, provide a final segment IRI that does not exceed 65 in/mile for RCDG V or 115 in/mile for UCDG V.
 - For segments with a before-grinding IRI greater than 200 inches/mile, provide a final segment IRI that does not exceed 65 in/mile for RCDG V, 115 in/mile for UCDG V, or 35 percent of the before-grinding IRI whichever is greater.
- (4) Submit a revised ProVAL smoothness assurance report after corrective grinding for corrected segments to validate the final segment IRI.
- (5) If after performing corrective grinding, a segment contains a bump exceeding 0.3-inch in 25 feet or has a final segment IRI greater than specified, that segment is subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

D Measurement

- (1) The department will measure Concrete Pavement Continuous Diamond Grinding by the square yard, acceptably completed, measured as the final textured surface area regardless of the number of passes required to achieve acceptable results. The department will include minor areas of un-ground pavement within the ground area.
- (2) If conditions require a feather pass into the shoulder, adjacent lanes, or ramps, the department will also measure an area 2 feet wide times the length of the feather pass or an additional 20 square yards whichever is greater.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
420.1000.S	Concrete Pavement Continuous Diamond Grinding	SY

- (1) Payment for Concrete Pavement Continuous Diamond Grinding is full compensation for grinding to improve pavement ride including measuring IRI before and after grinding; for feathering in adjacent pavement; for removing unbroken fins; and for hauling and off-site disposal of grinding residue.
- (2) The department will adjust pay for smoothness of each 500-foot long segment nominally one wheel path wide using equation as follows:

Category RCDG V - Rural Diamond Ground Concrete Pavement	
IRI in/mile	Incentive \$ per 500-foot section
< 45	\$125
≥ 45 to < 55	\$687.5 - (12.5 x IRI)
≥ 55 to < 65	\$0
≥ 65	Corrective action
Category UCDG V - Urban Diamond Ground Concrete Pavement	
IRI in/mile	Incentive \$ per 500-foot section
< 50	\$125
≥ 50 to < 75	\$375 - (5 x IRI)
≥ 75 to < 115	\$0
≥ 115	Corrective action

420-010(20110930)

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

A Description

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of all quality control personnel.
 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
 4. The segment locations of each profile run used for acceptance testing.
 5. Traffic Control Plan

C.2 Personnel

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

C.3 Equipment

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

C.4 Testing

C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.
<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each

wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.

- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

The department will categorize each standard or partial segment as follows:

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

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

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The

department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.

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

C.4.4 Documenting Profile Runs

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

	<u>Fixed Interval</u>	<u>Continuous (Localized Roughness)</u>
Base-length	500'	25'
Threshold	140"/Mile	200"/Mile

The ProVAL software is available for download at:

<http://www.roadprofile.com>.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

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

Notify the engineer when the Profiler Acceptance Run data and the Ride Quality Report have been submitted to the MRS system.

C.5 Corrective Actions

C.5.1 General

- (1) Analyze the data from the PROVAL reports and make corrective action recommendations to the department. The department will independently assess whether a repair will help or hurt the long-term pavement performance before deciding on corrective action. Correct the ride as the engineer directs in writing.

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:
 1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

Localized Roughness IRI (in/mile)	Pay Reduction^[1] (dollars)
> 200	(Length in Feet) x (IRI – 200)

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

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

C.5.3 Corrective Actions for Excessive IRI

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

- HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:
Mill and replace the full lane width of the riding surface excluding the paved shoulder.
Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.
- HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Mill and replace the full lane width of the riding surface excluding the paved shoulder.
Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders
- PCC II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond Grinding Special provision contained elsewhere in the contract.
Remove and replace the full lane width of the riding surface.

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in

error will pay service charges incurred for testing by an independent tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

D Measurement

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

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

E.2 Pay Adjustment

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

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:
 - All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
 - HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
 - Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.
- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

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

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

HMA IV and PCC IV	
Initial IRI (inches/mile)	Pay Adjustment^{[1][2]} (dollars per standard segment)
< 35	250
≥ 35 to < 45	$1125 - (25 \times \text{IRI})$
≥ 45	0

^[1] The department will not assess a ride disincentive for HMA pavement placed in cold weather because of a department-caused delay as specified in 450.5(4) of the contract additional special provisions (ASP 6).

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

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

21. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.

A Description

This special provision describes reheating the abutting edge of the previously compacted layer in the adjacent lane while paving mainline asphalt pavements.

B (Vacant)

C Construction

C.1 Equipment

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

Mount the heater on the paver inside the paver's automatic leveling device.

C.2 Reheating Joints

Evenly reheat at least an 8 inch (200 mm) wide strip of the previously compacted layer in the adjacent lane as follows:

- Reheat the joint to within 60 degrees F (15 degrees C) of the mix temperature at the paver auger. Measure joint temperature immediately behind the heater.

The engineer may allow the required joint reheat temperatures to be cooler than specified to adjust for weather, wind, and other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

D Measurement

The department will measure Reheating HMA Pavement Longitudinal Joints by the linear foot, acceptably completed, as measured along each joint for each layer of asphalt placed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
460.4110.S	Reheating HMA Pavement Longitudinal Joints	LF

Payment is full compensation for all the work required under this bid item.
460-015 (20140630)

22. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.

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

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at
<http://www.dot.wisconsin.gov/business/engrserve/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain

information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

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

B.3.2.2 Correlation Monitoring

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

from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).

- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.

- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

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

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

23. Pavement Marking Same Day Epoxy 4-Inch, Item 646.0406.

Supplement standard spec 646.3.1.3 with the following:

Apply the pavement marking in the exact location as final condition pavement marking. If permanent pavement markings cannot be installed before November 15, maintain the Pavement Marking Same Day Epoxy 4-Inch until the permanent pavement marking can be installed.

24. Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S.

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure

water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

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

C.5.2 New Asphalt

Groove pavement five or more days after paving.

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

C.5.3 Existing Asphalt

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

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

C.6 Tape Application

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

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

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	LF
646.0843.S	Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.
646-022 (20120615)

25. Pavement Marking Grooved Wet Reflective Tape 4-Inch, Item 646.0881.S; 8-Inch, Item 646.0883.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 as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

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

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

Tamp the wet reflective pavement marking 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
646.0883.S	Pavement Marking Grooved Wet Reflective Tape 8-Inch	LF

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

646-018 (20120615)

26. Removing Raised Pavement Markers, Item 646.0790.S.

A Description

This special provision describes removing raised pavement markers.

B (Vacant)

C Construction

Remove raised pavement markers as shown on the plans.

D Measurement

The department will measure Removing Raised Pavement Markers by each raised pavement marker acceptably removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0790.S	Removing Raised Pavement Markers	Each

Payment is full compensation for removing and properly disposing of raised pavement markers.

646-070 (20070904)

27. Terminal High-Tension Cable Guard TL-4, Item SPV.0060.01; High-Tension Cable Guard TL-4 Socketed, Item SPV.0090.01.

A Description

This special provision describes providing socketed high-tension TL-4 cable guard meeting the National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 4. These items are being installed on USH 41 as part of Wisconsin Research Study #WI-C17-2007.

B Materials

Materials are to be acquired from the manufacturer below:

Brifen WRGT end anchor, and Brifen TL-4 high tension wire rope safety fence with design utilizing four pre-stretched cables with 10.5 foot standard post spacing, both as specified by the manufacturer: Brifen USA, Inc., 12501 North Santa Fe Avenue, Oklahoma City, OK 73114; 1 (866) 427-4336 or (405) 751-8062; FAX 405-751-8338; www.brifenusa.com; Contacts: Bill Trousdale, bill@brifenusa.com or Jerry Emerson, P.E., jerry@brifenusa.com, mobile (405) 826-0057.

Furnish grade A, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501.2 as modified in standard spec 716 for concrete used in concrete socketed line post footing for concrete anchors in terminals. Provide QMP for class II ancillary concrete as specified in standard spec 716.

Furnish steel reinforcement conforming to standard spec 505.

Furnish cable and all cable connection components with a minimum breaking strength of 39,000 lbs per ASTM A741-98.

Furnish zinc-coated hardware as specified in AASHTO M232.

B.2 Design Requirements

Thirty days before installation provide the engineer with two sets of manufacturer prepared design calculations, approval letters, documentation, notes, plan details, and construction specifications. Provide required information in a PDF format or other in electronic format that the department can review information.

Obtain prior approval from the Bureau of Project Development (Erik Emerson at (608) 266-2842) for all hardware substitutions before delivering the hardware on the project.

Provide a system that has been formally accepted by Federal Highway Administration as meeting the crash test requirements in NCHRP Report 350 or MASH, for a Test Level 4 system.

Provide a system to have a maximum deflection of 8 feet. Provide design documentation on how post spacing, radius of curve, direction of curve, and anchor spacing influences barrier deflection.

Provide design details for concrete socketed line post footing with a standard line post spacing of 10.5 feet. A span of 13.5 feet maximum may be used to span C-14-41 at Station 1308+00. Minimum depth of for concrete socketed line post is 48 inches for non-rock or box culvert installations.

Provide concrete anchors with minimum of 60 inches for non-rock installations

Provide design details for non-rock installations of socketed line post and concrete anchors.

Ensure that concrete line post design has 6 inches of clear cover (distance from outside of concrete in the line post footing to steel sleeve) or manufacture provides documentation that the concrete line post footing will not become cracked or large pieces of concrete cannot fly into the air during a TL-3 truck impact.

Provide engineering analysis sealed by a Wisconsin licensed professional engineer that the line post footings and concrete anchorages are designed for the soils conditions presented in the contract. Analysis includes but is not limited to: design loads used for terminal and anchor posts, foundation design methodology used, factors of safety values, soil type, soil conditions, temperature ranges

Soils information can be obtained by contacting Lalitha Balachandran at (608) 243-3382.

Provide splice and connection details that have passed NCHRP 350 or MASH TL-3 crash testing requirements.

C Construction

A representative of the manufacture is to be on site at all times during the installation of the terminals and the high-tension cable guard. Manufacturer's representative will provide engineer signed documentation that the contractor has installed the socketed high-tension TL-4 cable guard according to manufacturer's recommendations.

Construct concrete as specified in standard spec 501.

Construct steel reinforcement as specified in standard spec 505.

Construct terminal units at each end of a run of cable guard as shown in the plans. The contractor may determine the location of anchors subject to the engineer's approval.

Set steel posts in socketed concrete foundations according to the manufacturer's recommendations. Line post must be easily removed from sleeve, plumb, and hold cables at proper elevations.

Tension the cable according to the manufacturer's recommendations at the time of installation, and then check and adjust approximately 3 weeks after installation. If system is not maintaining proper tension, adjust tension and return 3 weeks later. Provide engineer documentation of date, time, location, tension value, and who checked the tension for each barrier run.

Use only one-half the available adjustment in each turnbuckle or tension adjustment connection to achieve manufacture's recommend tension values.

Field swage connections per manufacturer's recommendations and details.

The engineer will allow the contractor to open the roadway to traffic or remove traffic control devices if concrete attains manufacture's compressive strength. Without compressive strength information, the engineer may allow the contractor to remove traffic control devices 14 equivalent curing days. Equivalent curing days are defined in standard spec 415.3

Install reflective delineators at even post spacing intervals close to 100 feet.

D Measurement

The department will measure Terminal High-Tension Cable Guard TL-4 as each individual unit, acceptably completed.

The department will measure High-Tension Cable Guard TL-4 Socketed by the linear foot, acceptably completed, measured as the length from end of terminal to end of terminal and rounded to the nearest linear foot.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Terminal High-Tension Cable Guard TL-4	Each
SPV.0090.01	High-Tension Cable Guard TL-4 Socketed	LF

Payment is full compensation for furnishing all materials, including posts, paint, concrete, steel reinforcement, sockets, cables, anchors, tension assemblies, fittings, and incidentals; for initial tensioning and subsequent adjustment of tension; for furnishing all excavating and backfilling; for removal of temporary anchors; for restoring of disturbed slope; delineation; engineering; and for properly disposing of excess material.

28. Abandon Cattle Pass, Item SPV.0060.02.**A Description**

This special provision describes abandoning cattle passes by filling with cellular concrete in accordance to pertinent sections of standard specs 204 and 501, as shown in the plans, and as hereinafter provided.

B Materials

Cellular concrete shall be a lightweight product consisting of portland cement, cement-silica, cement-pozzolan, lime pozzolan, lime-silica pastes, or pastes containing blends of these ingredients and having a homogeneous void or cell structure, attained with gas-forming chemicals or foaming agents.

C Construction

Remove the existing cattle pass metal safety shields covering the cattle pass entrances. Clean the bottom of the cattle places and place culvert pipe as shown on the plans flush with the bottom of the existing cattle pass. Fill the abandoned cattle pass with cellular concrete as directed by the engineer. Grade the slopes as shown on the plans.

Provide engineer stamped calculations verifying the anchoring system utilized to secure the pipe to the bottom of the cattle pass can resist the generated uplift forces created during cellular concrete placement.

D Measurement

The department will measure Abandon Cattle Pass as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Abandon Cattle Pass	Each

Payment is full compensation for removing metal safety grates; cleaning the existing cattle pass; securing the culvert pipe during cellular concrete fill; construction of temporary bulkheads; filling with cellular concrete; grading to match existing ground; and all other materials and incidentals necessary to complete the work. Culvert pipe and endwalls are paid for under separate bid items.

29. Control Structure, Item SPV.0060.03.**A Description**

This special provision describes installing a precast control structure and steel weir plate accordance to pertinent sections of standard specs 502, 607 and 611, as shown in the plans, and as hereinafter provided.

B Materials

Provide precast concrete structure conforming to the requirements of standard spec 611.2.1.

Flat slab top generally meeting the requirements of the Standard Detail Drawing for Catch Basins 6-FT Diameter shall be used, but tailored to the dimensions and requirements needed for a structurally sound installation. An engineer shall sign and seal the details for this flat slab top. The cost of this structural design, and the flat slab top, shall be included in the price of the structure.

Provide A36 steel, galvanized according to ASTM A123.

Provide Type S Masonry Anchors and bolts according to standard spec 502.2.

C Construction

Construct according to the requirement of standard spec 611.3.

Install the steel weir plate as shown on the plans.

D Measurement

The department will measure Control Structure as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Control Structure	Each

Payment is full compensation for providing all materials, including all masonry, sewer connections, steps and other fittings, steel weir plate and all connections; for furnishing all excavating, backfilling, disposing of surplus material, installing the weir plate and for cleaning out and restoring the work site, and all other materials and incidentals necessary to complete the work; except that the department will pay for frames and grates separately.

30. Reconstruct Sanitary Manhole, Item SPV.0060.04.**A Description**

This special provision describes reconstructing sanitary manhole as the plans show and as hereinafter provided.

B Materials

Provide materials as the plans show and per the standard specification for Sanitary Sewer and Water in Wisconsin. Provide external chimney seals.

C Construction

Construct the manhole as per the standard specifications for Sanitary Sewer and Water in Wisconsin, and as the plans show.

D Measurement

The department will measure Reconstruct Sanitary Manhole as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Reconstruct Sanitary Manhole	Each

Payment is full compensation reconstructing sanitary manhole, all materials, disposal of waste, and all incidentals required to complete the work.

31. Metal Vehicle Storage Building, Item SPV.0105.01**A Description**

This special provision describes designing, providing and erecting a 60'-0" wide by 58'-8" long pre-engineered metal vehicle storage building with a single user toilet room. Additional features of the building include: concrete foundations, mechanical systems for providing a tempered environment, and electrical systems as shown in the plans and hereinafter provided.

The building shall be self-supporting with no internal supports inside to hamper storage of vehicles with overhead doors on one end of the building. The building shall have service doors on the endwalls for entry. The building shall be steel framing members with metal panels applied to the walls and roof.

Provide a three year warranty on the roof. Include labor and materials in the warranty.

The metal vehicle storage building shall be of sufficient size to store two county plow trucks and one county loader. Totally unobstructed and usable floor area within the interior walls shall be approximately 3,364 square feet. The vehicle storage building shall include a single user toilet room and a mop basin. The metal vehicle storage building shall be tempered to protect the pipes from freezing. See the electrical, mechanical and plumbing section of specification for equipment designations.

The metal vehicle storage building will be located on a newly developed site for the Wisconsin Department of Transportation to be used by the Dodge County Highway Department. The site also includes an approximately 3,900 sf salt storage shed. The new metal vehicle storage building shall be located on the north-west side of this site. Construction activities will be ongoing for the salt storage shed concurrent with the construction of the metal vehicle storage building. The metal vehicle storage building contractor shall coordinate with the salt storage shed contractor and the roadway resurfacing contractor for site access and usage. The roadway resurfacing contractor or the vehicle storage garage contractor shall prepare the base course and rough grading in the area where the metal vehicle storage building will be located. The metal vehicle storage building contractor shall be responsible for excavation for footings and foundations and backfilling.

Exterior asphalt paving shall be provided by the road resurfacing contractor after construction of the metal vehicle storage building is complete.

The owner reserves the right to consider bids for structures varying in minor respects from any specific requirements specified herein, but judged to meet the intent of this specification.

Definitions:

- The term "owner" means Wisconsin Departments of Transportation.
- The term "contractor" means the lowest responsible bidder awarded the contract for the work.

A.1 Quality Assurance

Materials:

Contractor shall provide materials that have a proven performance record, and shall be responsible for all products, components, accessories, and methods used in constructing the building.

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

- American Institute of Steel Construction (AISC)
- American Concrete Institute (ACI)
- American Institute of Timber Construction (AITC)
- American Iron and Steel Institute (AISI)
- American Plywood Association (APA)
- American Softwood Lumber Standard: U. S. Department of Commerce PS-20

A.2 Submittals

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

Provide all pertinent shop drawings, structural design information and submittals to the engineer and representative of the owner and Dodge County Highway Department prior to ordering and installing any materials required for the work. The engineer, owner, and representative of the Dodge County Highway Department must review all materials, design information and submittals prior to the contractor ordering and installing any materials required for the work. The required shop drawings include, but are not limited to:

- Letter of Design Certification, signed and sealed by a qualified professional engineer including the following:
 - Name and location of the Project.
 - Order number.
 - Name of manufacturer.
 - Name of contractor.
 - Building dimensions including width, length, and roof slope.
 - Governing building code and year of edition.
 - Design loads (dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration and auxiliary loads).
 - Load combinations (indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code).
 - Building-use category (indicate category of building use and its effect on load importance factors).
- Delegated-Design Submittal: For metal building systems indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.

- Product Data: For each type of building system component.
- Shop Drawings: For metal building system components (include plans, elevations, sections, details, and attachments to other work) including:
 - Concrete footings and foundations.
 - Concrete Mix designs and other submittals required by ACI 301.
 - Steel reinforcement.
 - Metal plates and fasteners.
 - Wood products.
 - Metal roof panels.
 - Wall systems.
 - Flashings.
 - Barrier walls.
 - Doors and frames.
 - Electrical and lighting systems.
 - Site work.
 - Accessories.
 - Plumbing Submittals
 - Insulation (building, HVAC, and plumbing)
 - Valves.
 - Drains.
 - Plumbing equipment.
 - Electrical fixtures.
 - HVAC equipment, including all motors, starters, insulation, fans, controls, dampers, actuators, Make-up Air Units, Unit Heaters, and Electric Heaters.

A.3 Warranty

The necessary warranty bond for the warranted roof items will be in effect for the entire three-year warranty period beginning when the Metal Building is completed and opened. The bonding company must have an A.M. Best rating of “A-“or better and the contractor will provide proof of a three-year bond commitment before execution of the contract.

The warranty bond will be \$24,000 for the warranted roof. The bond will insure the proper and prompt completion of required warranty work for the duration of the warranty period, including payments for furnishing all labor, equipment and materials used according to this specification.

The performance bond, which remains in effect for one year beyond the completion of the project, will also include warranty work as described in Section C.14 Warranty Work of this article. For the remaining two-year warranty period, provide documentation that the warranty bond will remain in effect for the portion of the warranty period after expiration of the performance bond.

If a subcontractor places the warranted roof, the subcontractor may provide the warranty bond for the remaining two-year warranty period after expiration of the performance bond. If the subcontractor does provide the bond, it shall be a dual obligee bond, naming the

contractor and the Wisconsin Department of Transportation as obligees. The subcontractor shall provide documentation that the warranty bond will remain in effect for the portion of the warranty period after expiration of the performance bond.

Failure of the contractor, subcontractor or its surety to issue or renew the warranty bond will be considered a default and will result in forfeiture of the face amount of the bond to the department.

All warranty work will be as prescribed in Section C.14 Warranty Work of this article. At the end of the warranty period, the contractor will be relieved of the responsibility to perform further warranty work, provided all previous warranty work has been completed. Maintain insurance, in the course of performing warranty work, as specified in standard spec 107.26 throughout the three-year warranty period.

A.4 Roofing Guarantee

Guarantee the installation of the roof for a period of three years after the building is turned over to the owner.

A.5 Code Compliance

Build the structure in conformance with all applicable codes. The contractor is responsible to submit the design for any required review prior to commencement of construction and to execute the construction of the building so as to achieve compliance.

A.6 Installation and Erection

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

- Foundations shall be of size and depth required to resist frost action indicated on the drawings.
- Bid prices shall include the cost of foundations appropriately designed to support the proposed structure as indicated on the drawings.
- Provide the metal building and required appurtenances, erected on abovementioned foundations, conforming to the performance requirements of these specifications complete and prepared for use.

B Materials

Furnish a 58'-8" x 60'-0" Rigid Clear Span, with expandable endwalls, Pre-engineered Metal Building System with concrete foundations, and a single-user toilet room:

- Eave Height: As indicated by nominal height on Drawings.
- Dimensions and Bay Spacings: As indicated on Drawings.
- Roof Slope: 2 inch per 12 inches (2:12).

Basis-of-Design Product: Subject to compliance with requirements, provide Butler Manufacturing Company; a BlueScope Company, Engineered Building Systems or comparable products by one of the following:

- American Buildings Company; Division of Magnatrax Corp.
- American Steel Building Co., Inc.
- Behlen Mfg. Co.
- Ceco Building Systems
- Foremost Buildings.
- Nucor Buildings.
- Rigid Global Buildings.
- Star Buildings.
- Varco-Pruden Buildings; a United Dominion Co.
- Or approved equal.

B.1 Plot Plan

Furnish to all subcontractors a plot plan showing the proposed location of the metal building including distances from lot lines and encumbrances on the site such as other buildings/structures and lay-down areas utilized by the roadway resurfacing contractor and/or salt storage shed contractor. The metal building contractor shall coordinate with the salt storage contractor and roadway resurfacing contractor for staging areas. All bidders are invited to inspect the site prior to bidding.

B.2 Earthwork and Foundation Excavation

The roadway resurfacing contractor or the vehicle storage garage contractor shall prepare the site for the buildings so that the grade within the building area is level to within plus or minus 2", and so that the grade of the surrounding area slopes away from the building in all directions sufficiently to insure proper drainage. The metal building contractor shall excavate and backfill to original grade for the foundation footings for the metal building.

B.3 Asphalt Paving

Asphalt paving shall be the responsibility of the roadway resurfacing contractor and is not part of metal building contract.

B.4 Structural Performance

Metal building systems shall withstand the effects of gravity loads and the following loads and stresses according to procedures in MBMA's "Metal Building Systems Manual":

- Design Loads: As indicated on drawings.
- Deflection Criteria:
 - Main Frame; Drift: H/60, Vertical: L/180
 - Purlins, Roof Panels, Endwall Columns and Rafters; L/180
 - Girts and Wall Panels; L/120

B.5 Building Products

The following minimum required standards shall be met for the products listed:

Structural-Framing Materials:

- W-Shapes: ASTM A 992/A 992M; ASTM A 572/A 572M, Grade 50 or 55 (345 or 380); or ASTM A 529/A 529M, Grade 50 or 55 (345 or 380).
- Channels, Angles, M-Shapes, and S-Shapes: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55 (345 or 380); or ASTM A 529/A 529M, Grade 50 or 55 (345 or 380).
- Plate and Bar: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55 (345 or 380); or ASTM A 529/A 529M, Grade 50 or 55 (345 or 380).
- Structural-Steel Sheet: Hot-rolled, ASTM A 1011/A 1011M, Structural Steel (SS), Grades 30 through 55 (205 through 380), or High-Strength Low-Alloy Steel (HSLAS), Grades 45 through 70 (310 through 480); or cold-rolled, ASTM A 1008/A 1008M, Structural Steel (SS), Grades 25 through 80 (170 through 550), or High-Strength Low-Alloy Steel (HSLAS), Grades 45 through 70 (310 through 480).
- Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80 (230 through 550), or High-Strength Low-Alloy Steel (HSLAS), Grades 50 through 80 (340 through 550); with G60 (Z180) coating designation; mill phosphatized.

Roof and Wall Panels:

- Lap-Seam Roof Panels: Metal panels factory formed to provide 36-inch coverage, with raised trapezoidal major ribs at 12 inches o.c., and intermediate stiffening ribs symmetrically spaced between major ribs. Design panels for mechanical attachment to structure using exposed fasteners, lapping major ribs at panel edges.
- Roof Panel Metal Thickness: 0.022 inch.
- Lap-Seam Wall Panels: Metal panels factory formed to provide 36-inch coverage, with raised trapezoidal major ribs at 12 inches o.c., and intermediate stiffening ribs symmetrically spaced between major ribs. Design panels for mechanical attachment to structure using exposed fasteners, lapping major ribs at panel edges.
- Wall Panel Metal Thickness: 0.022 inch.
- Metal Panel Finish: Fluoropolymer two-coat system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight, with a total minimum dry film thickness of 1 mil.
- Panel Accessories: Provide clips, flashings, sealants, gaskets, and similar items. Where roof panels attach directly to purlins, provide 1-inch thick, extruded-polystyrene thermal spacer blocks.

Flashing and Trim: Form from 0.022-inch nominal-thickness, zinc-coated (galvanized) steel sheet pre-painted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Finish flashing and trim same as adjacent roof or wall panels.

Gutters and Downspouts: Form from 0.022-inch nominal-thickness, zinc-coated (galvanized) steel sheet prepainted with coil coating. Match gutters to profile of gable trim and finish gutters to match roof fascia and rake trim. Finish downspouts to match wall panels.

Thermal Insulation System for Pre-Engineered Building Systems:

- Basis-of-Design Product: Subject to compliance with requirements, provide the following:
 - Thermal Design, Inc., Simple Saver System.
 - Approved equal.

Batt Insulation: Unfaced fiberglass batt or fiberglass blanket complying with ASTM C 665 and ASTM E 84.

- Batts shall comply with NAIMA 202-96 Certified Glass.
- Batt Size: Equal to purlin/girt spacing by manufacturer's standard lengths.
- Roof Insulation: Fiberglass batt or fiberglass blanket complying with ASTM C 665 and ASTM E 84 with a thermal resistance and thickness as follows:
 - R-26, 8 inches.
- Wall Insulation: Fiberglass batt or fiberglass blanket complying with ASTM C 665 and ASTM E 84 with a thermal resistance and thickness as follows:
 - R-26, 8 inches.

Vapor Barrier Liner Fabric: Syseal type; woven, reinforced, high-density polyethylene yarns coated on both sides with a continuous white polyethylene coating as follows.

- Product complies with ASTM C 1136, Types I through Types VI.
- Perm Rating: .02 for fabric and for seams in accordance with ASTM E 96.
- Flame / Smoke Properties:
 - 25/50 in accordance with ASTM E 84.
- Self-extinguishes with field test using matches or butane lighter.
- Ultraviolet radiation inhibitor to minimum UVMax rating of 8.
- Size and seaming: Manufactured in large custom pieces by extrusion welding from roll goods, and fabricated to substantially fit defined building area with minimum practicable job site sealing.
- Provide with factory double, extrusion welded seams. Stapled seams or heat-melted seams are not acceptable due to degradation of fabric.
- Factory-folded to allow for rapid installation.
- Color: White.

Vapor Barrier Lap Sealant: Solvent-based, Simple Saver polyethylene fabric adhesive, or approved equal.

Vapor Barrier Tape: Double-sided sealant tape ¾" inch wide by 1/32 inch thick.

Vapor Barrier Patch Tape: Single-sided, adhesive backed sealant tape 3 inches wide made from same material as Syseal type liner fabric, or approved equal.

Straps:

- 100 KSI minimum yield tempered high-tensile steel.
- Size: Not less than .020 inches thick by 1 inch wide.
- Galvanized, primed, and painted to match specified finish color on the exposed side.
- Color: White.

Fasteners:

- For light gage steel: #12 by ¾ inch plated Tek 2 type screws with sealing washer, painted to match specified color.
- For heavy gage steel: #12 by 1-1/2 inch plated Tek 4 type screws with sealing washer, painted to match specified color.
- For other materials: As recommended by manufacturer.
- Wall insulation hangers: Fast-R preformed rigid hangers, 32 inch long galvanized steel strips with barbed arrows every 8 inches along its length, or approved equal.

Extruded-Polystyrene Board Insulation: ASTM C 578, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.

- Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - DiversiFoam Products
 - Dow Chemical Company (The)
 - Owens Corning
 - Pactiv Building Products
 - Type IV, 25 psi.
 - Or approved equal

Metal Building Accessories:

- Personnel Doors: Steel doors, 1-3/4 inches thick, with 0.0329-inch- thick, zinc-coated (galvanized) steel face sheets, 0.0528-inch- thick, inverted channels welded to face sheets at top and bottom of door, and polystyrene foam or polyurethane foam core; and steel frames, with 2-inch- wide faces, fabricated from 0.0528-inch-thick, zinc-coated (galvanized) steel sheet. Prepare and reinforce doors and frames to receive hardware according to DHI A115 Series.
- Aluminum Windows: Metal building system manufacturer's standard, with thermal break and self-flashing mounting fins, AAMA/WDMA/CSA 101/I.S.2/A440.
 - Fixed Units: F-LC25.
- Snow Guards
 - Prefabricated, noncorrosive units designed to be installed without penetrating metal roof panels, and complete with predrilled holes, clamps, or hooks for anchoring.
 - Aluminum Finish: Mill.
 - Stainless-Steel Finish: Mill.

- Products: Subject to compliance with requirements, provide one of the following:
 - LMCurbs; S-5! SnoFence
 - Riddell & Company, Inc.; Snobar
 - Vermont Snowguard; Snow Management System
 - Or approved equal

Glazing:

- Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - GANA Publications: ["Laminated Glazing Reference Manual" and]"Glazing Manual."
 - AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
 - IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
 - IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
 - C. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- Glass products:
 - Annealed Float Glass: ASTM C 1036, Type I, Quality-Q3.
 - Fully Tempered Float Glass: ASTM C 1048, Kind FT; Type I; Quality-Q3.
 - Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.
- Glazing Sealant:
 - Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.

Cast-In-Place Concrete

Performance Requirements:

- Comply with ACI 301, "Specification for Structural Concrete," and with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

Materials:

- Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed.
- Plain Steel Wire: ASTM A 82, as drawn.
- Plain-Steel Welded Wire Reinforcement: ASTM A 185, as drawn, flat sheet.
- Portland Cement: ASTM C 150, Type I or II.
- Fly Ash: ASTM C 618, Class C or F.
- Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- Silica Fume: ASTM C 1240, amorphous silica.
- Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded.
- Maximum Coarse-Aggregate Size: See Schedule
- Air-Entraining Admixture: ASTM C 260.
- Chemical Admixtures: ASTM C 494, water reducing, high-range water reducing, water reducing and accelerating, and water reducing and retarding. Do not use calcium chloride or admixtures containing calcium chloride.
- Vapor Retarder: Reinforced sheet, ASTM E 1745, Class A.
- Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

Concrete Mixtures:

- Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- Admixtures: Use admixtures according to manufacturer's written instructions.
 - Use water-reducing or high-range water-reducing admixture in concrete, as required, for placement and workability.
 - Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

- Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
- Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M
 - When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

Concrete Mixture Schedule:

Minimum amount of cementitious material identified in the following mix proportions shall apply for all mixes for which field experience or trial mixture information required by ACI 318 is not provided.

Class	Type of Construction		Min. Comp Strength @ 28 Days (PSI)	Slump Before addn. of HRWR (in. +/- 1 in.)	Max. Agg. Size (in.)	Max Water Cement Ratio (psi)	Air Entrainment % +/- 1½%	Notes
1	Footings	3000	5	1.5	0.5	4.5	(1)	
2	Interior slab-on-grade	4000	3	0.75	0.5	none		
2a	Exterior slab-on-grade	4500	3	0.75	0.45	6.0	(1)(2)	

Notes:

- 1 - Air Entrained Concrete: Use for all exterior walls, exterior slabs, walks, platforms, ramps, steps, all portions of the site development concrete subject to freezing and thawing.
- 2 – Refer to ACI 318-08, table 4.42 for requirements for concrete subject to exposure F3.

Concrete Masonry Units: ASTM C 90; Density Classification, Normal Weight.

- Provide special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
- Square-edged units for outside corners unless otherwise indicated.

Mortar: ASTM C 270, proportion specification.

- Use portland cement-lime mortar.
- Do not use calcium chloride in mortar.
- For reinforced masonry, use Type S.
- For interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where another type is not indicated, use Type N.

Grout: ASTM C 476 with a slump of 8 to 11 inches (200 to 280 mm).

Reinforcement, Ties, and Anchors:

Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).

Joint Reinforcement: ASTM A 951.

- Coating: Mill galvanized at interior walls and hot-dip galvanized at exterior walls. Hot-dip galvanized at both interior and exterior walls.
- Wire Size for Side Rods: 0.148-inch (3.77-mm) diameter.
- Wire Size for Cross Rods: 0.148-inch (3.77-mm) diameter.
- For single-wythe masonry, provide either ladder design or truss design.

Door and Frames:

- Overhead Coiling Doors: Provide three unobstructed rectangular entrance openings as indicated on the drawings.
- Structural Performance, Exterior Doors: Provide doors capable of withstanding 20 lbf/sq. ft. wind-loading pressure.
- Door Curtain Slats: Galvanized steel flat-profile, insulated slats.
- Operation: Electric and Manual Chain hoist.
- Tracks, Supports, and Hardware: Manufacturer's standard.
- Weatherseals: Provide replaceable weather stripping at bottom and at top of exterior doors.
- Electric Door Operators:
 - General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-rewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, remote-control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
 - Comply with NFPA 70.
 - Provide control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24 V, ac or dc.
 - Usage Classification: Electric operator and components capable of operating for not less than number of cycles per hour indicated for each door.
 - Electric Motors: Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements specified in Division 11 Section "Common Motor Requirements for Equipment" unless otherwise indicated.
 - Electrical Characteristics:
 - Phase: Polyphase.
 - Volts: 208V.

- Hertz: 60.
 - Motor Type and Controller: Reversible motor and controller (disconnect switch) for motor exposure indicated.
 - Motor Size: Minimum size as indicated. If not indicated, large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. and not more than 12 in./sec., without exceeding nameplate ratings or service factor.
- Operating Controls, Controllers (Disconnect Switches), Wiring Devices, and Wiring: Manufacturer's standard unless otherwise indicated.
- Obstruction Detection Device: Equip motorized door with indicated external automatic safety sensor capable of protecting full width of door opening. For non-fire-rated doors, activation of device immediately stops and reverses downward door travel. For fire-rated doors, activation delays closing.
- Sensor Edge: Automatic safety sensor edge, located within astragal or weather stripping mounted to bottom bar. Contact with sensor activates device. Connect to control circuit using manufacturer's standard take-up reel or self-coiling cable. Provide self-monitoring capability designed to interface with door operator control circuit to detect damage to or disconnection of sensing device.
- Remote-Control Station: Momentary-contact, three-button control station with push-button controls labeled "Open," "Close," and "Stop."
- Interior units, full-guarded, surface-mounted, heavy-duty type, with general-purpose NEMA ICS 6, Type 1 enclosure.
- Locations: Adjacent to each Overhead Coiling Door.
- Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 25 lbf.
- Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.
- Audible and Visual Signals: Audible alarm and visual indicator lights in compliance with regulatory requirements for accessibility.
- Radio-Control System: Consisting of three-channel universal coaxial receiver to open, close, and stop door; two per operator.

Service Doors:

Hollow Metal Doors: As indicated on the drawings, complying with SDI A250.8 for level and model and SDI A250.4 for physical-endurance level indicated, 1-3/4 inches thick unless otherwise indicated.

- Interior Doors: Level 2 and Physical Performance Level B (Heavy Duty).
- Exterior Doors: Level 3 and Physical Performance Level A (Extra Heavy Duty).
 - Thermal-Rated (Insulated) Doors: Provide doors with thermal-resistance value (R-value) of not less than 2.1 deg F x h x sq. ft./Btu when tested according to ASTM C 1363.
 - Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 (ZF120) coating.
 - Edge Construction: Model 2, Seamless.
 - Core: Manufacturer's standard insulation material.
- Hardware Reinforcement: Fabricate according to SDI A250.6 with reinforcement plates from same material as door face sheets.
- Glazing Stops: Nonremovable stops on outside of exterior; screw-applied, removable, glazing stops on inside, fabricated from same material as door face sheet in which they are installed.
- Door Silencers: Three on strike jambs of single-door frames.
- Prepare doors and frames to receive mortised and concealed hardware according to SDI A250.6 and BHMA A156.115.
- Prime Finish: Manufacturer's standard, factory-applied coat of lead- and chromate-free primer complying with SDI A250.10 acceptance criteria.

Hollow Metal Door Frames: ANSI A250.8; conceal fastenings unless otherwise indicated.

- Steel Sheet for Interior Frames: 0.053-inch- minimum thickness.
- Steel Sheet for Exterior Frames: 0.067-inch- minimum thickness.
- Interior Frame Construction: Knocked down.
- Exterior Frame Construction: Face welded.
- Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.
- Frame Anchors: Not less than 0.042 inch thick.

Pipe Bollards:

Furnish and install pipe bollards indicated on the drawings to be used as door jamb guard posts, minimum 6 inches in diameter and 7 feet in height, consisting of standard weight galvanized steel structural pipe, filled with concrete. Form concrete crown at top of bollard. These shall be embedded in concrete footings, and painted federal safety yellow using rust-inhibitive paint. Paint shall be applied to entire length of pipe, including the joint between pipe and footing.

Toilet Room Accessories:

Paper Towel Dispenser:

- Basis-of-Design Products:
- American Specialties, Inc.; Model No: 8522
- Bobrick Washroom Equipment, Inc.; Model No: B-52860
- Bradley Corporation; Model No: 2495
- Gamco; Model No: TD-11RP

- Description: Unit for dispensing paper towels, coordinate style with standard county stock.
- Mounting: Surface
- Minimum Towel-Dispenser Capacity: Verify with standard county stock.
- Material and Finish: Stainless steel, No. 4 finish (satin).
- Lockset: Tumbler type for towel dispenser compartment.

Toilet Tissue Dispenser:

- Description: One-roll unit.
- Mounting: Surface mounted.
- Capacity: 9- or 10-inch-diameter rolls. Coordinate with standard county stock.
- Material and Finish: ABS plastic, gray.
- Lockset: Tumbler type.
- Refill Indicator: Pierced slots at front.

Liquid-Soap Dispenser:

- Basis-of-Design Products:
 - American Specialties, Inc. ; Model No: 0343.
 - Bobrick Washroom Equipment, Inc.; Model No: B2111.
 - Bradley Corporation; Model No: 6562.
 - Gamco; Model No: G16AP.
- Description: Designed for dispensing soap in liquid or lather form.
- Mounting: Vertically oriented, surface mounted.
- Capacity: 40 oz.
- Materials: Stainless Steel

Grab Bar:

- Basis-of-Design Products:
 - American Specialties, Inc. ; Model No: 3700.
 - Bobrick Washroom Equipment, Inc.; Model No: B-5806.
 - Bradley Corporation; Model No: 832.
 - Gamco; Model No: 125S.
- Mounting: Flanges with concealed fasteners.
- Material: Stainless steel, 0.05 inch thick.
 - Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
- Outside Diameter: 1-1/4 inches.
- Configuration and Length: As indicated on Drawings. Continuous.

Mirror Unit:

Frame: Stainless-steel channel, sized to fit mirror.

Underlavatory Guard:

Description: Insulating pipe coverings for supply and drain piping assemblies, which prevent direct contact with and burns from piping, and allow service access without removing coverings.

Material and Finish: Antimicrobial, molded plastic, white.

B.6 Final Grading and Restoration

Complete all final grading and site restoration activities.

B.7 Plumbing

General:

- Comply with requirements of the state of Wisconsin plumbing code regarding materials and installation.
- All products and materials used are to be new, undamaged, clean and in good condition.
- This specification includes all interior plumbing work and exterior laterals to a point 5'-0" beyond building foundation.
- Identification
 - Label all new water piping with minimum 1" high letters.
 - Snap-around markers: one-piece, preformed, vinyl construction, snap-around pipe markers with applicable labeling, 3/4" min. Size for lettering. Provide nylon ties on each end of pipe marker.
 - Valve tags: round brass tags with 1/2 inch numbers, 1/4 inch system identification abbreviation, 1-1/4 inch minimum diameter, with brass jack chains or brass "s" hooks around the valve stem, available from emed co., seton name plate company, or w.h. brady.
 - Bedding sewers shall be laid on 6" of bedding sand or pea gravel to support pipe evenly and avoid hubs supporting piping; all installations shall be constructed in an approved manner to the complete satisfaction of the plumbing inspector.
 - After drain piping is laid and approved, backfill with 6" layers of clean bank run sand or gravel, soaked and tamped for all trenches both inside of building and outside below paved areas.

Sealing penetrations:

Non-rated penetrations: At all interior partitions and exterior walls, pipe penetrations are required to be sealed. Apply sealant to both sides of the penetration in such a manner that the annular space between the pipe sleeve or cored opening and the pipe or insulation is completely blocked.

Piping:

Domestic water

- Above ground, type L copper tube, h (drawn) temper, ASTM B88; with cast copper pressure fittings, ansi b16.18; wrought copper pressure fittings, ansi b16.22; lead free (<.2%) solder, ASTM 32; flux, ASTM b813. Mechanically formed brazed tee connections may be used in lieu of specified tee fittings.

- Below ground 2-1/2" and smaller: type K copper water tube, o (annealed) temper, ASTM B88; with cast copper pressure fittings, ansi b16.18; wrought copper pressure fittings, ansi b16.22; lead free (<.2%) solder, ASTM b32; flux, ASTM b813; or cast copper flared pressure fittings, ansi b16.26.

Sanitary waste and vent

- PVC plastic pipe, schedule 40, class 12454-b (pvc 1120), ASTM d1785; pvc plastic drain, waste and vent pipe fittings, ASTM d2665; socket fitting patterns, ASTM d3311; primer, ASTM f656; solvent cement, ASTM d2564.

Testing

System	Test pressure	Duration
Domestic water	100 psig	8 hr.
Sanitary waste & vent	10' water	2 hr.

Disinfection

- Prior to use, isolate and fill system with potable water. Allow to stand 24 hours. Flush each outlet proceeding from the service entrance to the furthest outlet for minimum of 1 minute and until water appears clear. Fill system with a solution of water and chlorine containing at least 200 parts per million of chlorine may be used and allowed to stand for 3 hours. Flush system with potable water until no chlorine remains.
- Wait 24 hours after final flushing. Take samples of water for lab testing. The number and location of samples shall be representative of the system size and configuration and are subject to approval by engineer. Test shall show the absence of coliform bacteria. If test fails, repeat disinfection and testing procedures until no coliform. Bacteria are detected. Submit test report indicating date and time of test along with test results.

Valves:

- All water system valves to be rated at not less than 125 water working pressure at 240 degrees f. unless noted otherwise. Water system valves through 4" to be rated for the following minimum cv factors:

Size:	3/4"	1"	1-1/4"	1-1/2"	2"
Cv:	18	35.5	61	107	175

Ball valves

- 3" and smaller: two or three piece bronze body; sweat ends, chrome plated bronze ball; glass filled teflon seat; teflon packing and threaded packing nut; blowout-proof stem; 400 psig wog. Provide valve stem extensions if needed for valves installed in insulated pipe. Apollo 70-200 series 1/2" through 1', 2-1/2" and 3", 77-200 1-1/4" through 2", Nibco s585-70 through 1", s-595-y 1-1/4" and above. All ball valves shall be full port.

Hangers:

- All piping in the plumbing system shall be supported in accordance with the provisions of chapter sps 382.60 of the state of Wisconsin department of safety and professional services administrative code and mss standard practice sp-58 and sp-69.

Insulation:

Rigid fiberglass insulation

- Minimum nominal density of 3 lbs. Per cu. Ft., and thermal conductivity of not more than 0.23 at 75 degrees f. Mean temperature, suitable for temperatures to 450 degrees f.
- Kraft reinforced foil vapor barrier laminate all service jacket, factory applied to insulation with a self-sealing pressure sensitive adhesive lap, maximum permeance of .02 perms and minimum beach puncture resistance of 50 units.
- Provide insulation on new piping indicated in the following schedule:

Service	Insulation	Thickness
Hot water	Rigid fiberglass	1"
Cold water	Rigid fiberglass	1/2"

Provide inserts of heavy density block insulation and galvanized sheet metal shields at hanger or support locations.

Plumbing specialties:

Trench Drains

- Manufacturers: Mea-Josam, Watts, Zurn or preapproved equal.
- TD-1: Mea-Josam pro-plus 100c-dbs sloped channels, 4" internal width, class e slotted grate, and with star fix locking system, domed bottom strainer, associated end caps, and other accessories for complete installation.

Catch Basins

- Precast reinforced concrete manhole sections, 42" diameter minimum catch basins, ASTM c478. Construct base of 6" thick precast reinforced concrete or 8" thick cast in place concrete. Construct top of precast reinforced concrete eccentric cone and adjusting rings or 6" thick reinforced concrete slab with concentric opening.
- Seal between sections with rubber ring gaskets, ASTM c443, or plastic preformed gasket material. Seal pipe penetrations with flexible watertight rubber gasketed seals.
- Steps to be constructed of cast iron or polypropylene coated steel reinforcing rod.
- Frame and cover or grate to be cast iron, ASTM a48, class 35b, of style indicated, with minimum 24" diameter manhole opening, 20" diameter catch basin opening and pickhole. Provide gasketed self-sealing covers on sanitary manholes.

Cleanouts

- Manufacturer: Josam, Smith, Zurn.
- Interior concrete floor areas: lacquered cast iron body with round adjustable scoriated polished nickel bronze cover, tapered threaded bronze closure plug.
- Finished: Josam 57000-Z
- Exterior paved areas: cast iron hub or plug with tapered threaded abs or pvc closure plug, cast iron frost sleeve and cover set in 24" square by 4" minimum thick reinforced concrete.
- Exterior unpaved areas: cast iron hub or plug with tapered threaded abs or pvc closure plug, cast iron or pvc frost sleeve and cover set in 24" square by 4" min. Thick reinforced concrete pad top. Neenah r-1976 with non-ferrous securing screw.

Floor drains

- Manufacturer: Zurn, Josam, Smith, Watts.
- FD-1: Zurn ZN415BZ-NH-P, dura coated cast iron body with round polished nickel bronze top leveling strainer. No hub outlet and trap primer connection.
- Vent flashings
- Manufacturer: Semco, Oatey.
- Formed 3 lb./sq. Ft. Lead flashing with minimum base size of 15" x 17". Single ply membrane roofs: flashing boot of material compatible with roofing membrane with base flange for adhering to membrane and stainless steel drawband for securing to vent pipe.

Plumbing fixtures:

Water closets:

- WC-1 - floor mount bottom outlet white vitreous china tank type water closet with elongated bowl, 2 1/8" passageway, barrier free height.

Fixture: Kohler Cimarron K-3609 or equal

Seat: Bemis 1655-SS/C white solid plastic open front

Supplies & stops McGuire H2166LK

Lavatories

- L 1 - wall mount white vitreous china lavatory drilled for concealed arm carrier with 4" on center faucet openings. Two handle faucet, 2.2 gpm spray and wrist blade handles.

Fixture: Kohler Chesapeake K-1729 or equal

Faucet: Chicago 895-317RGD1-ABCP or equal

Drain: Kohler K-13885 perforated strainer and 1-1/4" offset tailpiece

Trap: 1-1/4" x 1-1/2" 17 ga. Cast brass trap and tubular wall bend

Supplies & stops Chicago faucet 1006

Mop basins

- MB-1- floor mounted molded polyester resin and stone mop basin, 24"x 24"x10" h, with 3" drain, stainless steel strainer and vinyl bumper guards.

Fixture:	Mustee 63m
Faucet:	Chicago faucet 782-IS with Watts 8BC vacuum breaker
Hose:	Mustee 65. 700
Stops:	(integral with faucet)
Bumper guards:	Mustee 63. 401

Plumbing equipment:

- Electric water heaters: EWH-1 A.O. Smith model DEL-6 2kw, 120v, single phase.

B.8 HVAC Systems

General Requirements:

- All products and materials used are to be new, undamaged, clean and in good condition.
- Where equipment or accessories are used which differ in arrangement configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and for obtaining the intended performance from the system into which these items are placed.
- Contractor shall be responsible for all of the work and material indicated, but not limited to, the drawings and specifications herein. All incidental labor and materials required for systems to operate properly and comply with applicable codes shall be included in this contractor's base bid.
- Nothing contained in these specifications or shown on the drawings shall be so construed as to conflict with any local, municipal or state laws or regulations governing the installation of mechanical or any other work specified, and all such ordinances and regulations, including the National Fire Protection Association regulations, are hereby incorporated and made part of these specifications. All such requirements shall be satisfied by the contractor at no additional cost to the Owner.
- Any conflict between drawings and specifications of this or any other Division shall be deemed to have been included in the bid as the more expensive way of doing the work, unless the contractor has asked for and receives a decision in writing prior to bid as to which shall govern.
- Contractor shall furnish the service of an experienced Superintendent who shall be constantly in charge of the installation of the work together with all contractors, skilled workmen, helpers and laborers required to unload, transfer, erect, connect, adjust, start, operate and test each system.
- The superintendent shall be thoroughly acquainted with and be responsible for the various contractors' work so that it is properly coordinated and supervised to the satisfaction of the owner's representative/engineer.

Dimension and Locations:

- Verify measurements at the building, check levels and grades and be responsible for grading, fitting, joining or adjusting of work to adjoining work by other contractors.
- Before the work is installed, the owner's representatives reserve the right to slightly change location of piping and equipment, etc., without additional pay to the contractor.

Identification:

- Stencils: Not less than 1 inch high letters/numbers for marking pipe and equipment.

Testing, Adjusting and Balancing:

The following requirements are supplementary to tests specified for individual equipment or systems in mechanical work sections:

- Furnish labor, materials and instruments and bear other costs in connection with all tests.
- Give written notice in ample time to all concerned of date when tests will be conducted.
- Concealed or insulated work shall remain uncovered until required tests have been completed, but if construction schedule requires it, arrange for prior tests on parts of system as approved by the architect.

Acceptance Tests:

- After mechanical work has been completed, the Contractor shall subject all mechanical systems to acceptance tests under normal operating conditions for periods as directed by the Engineer.
- All equipment, fans and motors shall run at their required speed without showing undue vibration, objectionable noise or sparking. Fan motor sizes, on forward curve fans, shall not overload at rated RPM when operating at 90% of design static pressure.
- When the utility lines, including but not limited to, electric, steam, hot water, and refrigerant, are appropriately connected to the appliances/equipment, each appliance/piece of equipment shall be tested for proper and safe operation.
- The following checks shall be made:
 - Confirm that all necessary valves, switches, etc., whether specifically mentioned in the specifications and/or drawings or not, but understood to be required for complete and correct operation of equipment, are included.
 - Confirm direction of fan rotation and correct operation/wiring of motors.
 - Confirm proper operation of heating sections. Verify CFM and leaving air temperatures per specifications.
 - Confirm proper operation of outside air dampers.
 - If leaving air temperature is not according to specifications, determine cause and provide suitable corrections.

- Overall condition and operation of equipment.
- Balancing shall meet the requirements of the Wisconsin Commercial Building Code SPS 364.0313.

TESTING, ADJUSTING AND BALANCING:

Provide total mechanical systems testing, adjusting and balancing. Requirements include the balance of air and water distribution, adjustment of new and existing systems to provide design quantities, electrical measurement and verification of performance of all equipment. Balancing shall meet the requirements of the Wisconsin Commercial Building Code SPS 364.0313.

Final air system measurements to be within the following range of specified CFM:

Fans	0% to +10%
Return/exhaust grilles, registers	0% to -10%

Adjustments, Repairs and Retests

- Make adjustments, repairs, alterations, as required to meet specified test results.
- Correct defects disclosed by tests or inspection, and replace defective parts.
- In replacing defective parts use only new materials.
- Caulking of screwed joints or opening of welds will not be permitted.
- Repeat tests after defects have been corrected and parts replaced, as directed by the engineer and until pronounced satisfactory.

Responsibility of Damage

- The contractor shall bear cost of repairs, and restoration of the work of other contractors damaged by the tests or cutting that had to be done in connection with the tests.

HVAC Insulation:

- Manufacturers: Armstrong, Certainteed Manson, Childers, Dow, H.B. Fuller, Imcoa, J.M., Knauf, Owens-Corning, Pittsburgh Corning, or Schuller.
- Insulating materials shall be fire retardant, moisture and mildew resistant, and vermin proof. Insulation shall be suitable to receive jackets, adhesives and coatings as indicated.

Rigid Fiberglass Insulation:

- Minimum nominal density of 3 lbs. per cu. ft., and thermal conductivity of not more than 0.23 at 75 degrees F, minimum compressive strength of 25 PSF at 10% deformation, rated for service to 450 degrees F.
- Ductwork: Foil-scrim-kraft vapor barrier jacket, factory applied to insulation, maximum permeance of .02 perms.
- Install insulation, jackets and accessories in accordance with manufacturer's instructions and under ambient temperatures and conditions recommended by manufacturer. Clean all surfaces to be insulated before installation.

- Do not insulate systems or equipment which are specified to be pressure tested or inspected, until testing, inspection and any necessary repairs have been successfully completed.

HVAC INSULATION SCHEDULE:

Service	Insulation Type	Jackets	Insulation Thickness
Outside air ductwork upstream of control damper	Rigid Fiberglass	FSJ	2"
Exhaust ductwork downstream of control damper	Rigid Fiberglass	FSJ	2"

Instrumentation and Control

Electrical Wiring:

- This contractor shall be responsible for all line voltage and low voltage electrical wiring incidental to the system installation.
- All wiring shall be concealed in walls, ceiling, etc.
- All wiring and conduit shall be secured at regular intervals and run parallel with the lines of the building.
- Provide control systems consisting of thermostats, interface equipment and other apparatus and accessories required to operate mechanical systems. Provide manufacturer's standard covers for all thermostats.
- This contractor shall assist the Testing and Balancing contractor by completing all control work as follows:
- Verify that all control components are installed in accordance with project requirements and are functional.
- Verify that all controlling instruments are calibrated and set for design operating conditions.
- Calibrate room thermostats after installation, and before the thermostat control verification tests are performed. The balancing agency shall provide the accuracy of final settings by taking temperature readings. The readings shall be in a typical conditioned space for each separately controlled zone.
- Allow sufficient time in the project to provide assistance and instruction to the balancing agency in the proper use and setting of control.

Ducts and Casings:

- Fabricate and install ductwork in sizes indicated on the drawings and in accordance with SMACNA recommendations, except as modified below.
- Construct so that all interior surfaces are smooth. Use slip and drive or flanged and bolted construction when fabricating rectangular ductwork. Use riveted construction when fabricating round spiral ductwork. Sheet metal screws may be used on duct hangers, transverse joints and other SMACNA approved locations if the screw does not extend more than 1/2 inch into the duct.

- Use elbows and tees with a center line radius to width or diameter ratio of 1.5 wherever space permits. When a shorter radius must be used due to limited space, install single wall sheet metal turning vanes in accordance with Section 22 33 00. Where space will not allow and the C value of the radius elbow, as given in SMACNA publications, exceeds 0.31, use rectangular elbows with turning vanes as specified in Section 23 33 00. Square throat-radius heel elbows will not be acceptable.

Duct Accessories:

Dampers

- Provide control dampers and operators shown on the plans and as required to perform the specified functions.
- Use only factory fabricated dampers with replaceable resilient blade seals, stainless steel jamb seals and with entire assembly suitable for the maximum temperature and air velocities encountered in the system.
- All dampers for shut-off or isolation service to be Class II leakage, not exceed 10 CFM/square foot at 1" water gauge, and 20 CFM/square foot at 4" water gauge, rated at 200F.
- Dampers shall have frames of not less than 16 gauge galvanized steel or 12 gauge extruded aluminum. Blades to be not less than 16 gauge galvanized steel for single thickness, 22 gauge galvanized steel for double thickness, or 14-gauge aluminum, with steel rod, bronze or nylon bearings. Maximum allowable blade width is 8 inches. Use zinc plated steel linkage hardware.
- Size operators for smooth and positive operation of devices served, and with sufficient capacity to provide tight shutoff against system temperatures and pressure encountered. Provide operators and pilot positioners with linkages and brackets for mounting on device served.

Control Damper Actuators

- Provide Belimo direct mount damper actuators of the electronic type powered by 120 VAC. This contractor shall provide transformers as required.
- The actuator shall have a minimum torque output of 100 in-lb. and be equipped with a force sensor for over torque protection. Provide required quantity of actuators for proper close-off rating for each individual application.
- Provide damper operators with spring return which shall return all dampers to their normally open or normally closed positions upon failure of controlling signal or loss of power.

Louvers

- Manufacturers: Greenheck, Industrial Louvers or American Warming and Ventilating.
- Provide louvers similar to Greenheck Type ESD603 High Performance Drainable, extruded aluminum alloy not less than 12 gauge (.081" thick), 6063 series frame and blades, all welded assembly, 35 degree or 45 degree blades with water baffle, 6 inches thick. Provide with bird screen of 1/2" x 1/2" mesh aluminum in 12 gauge

aluminum frame and an aluminum sill. Locate the bird screen on the inside outside of the louver.

- Finish shall be anodized or Kynar 500 in a custom color to be selected by the Architect. Furnish sufficient paint in the same color as the louver to paint the outer surface of panels over unused portions of louvers and to paint the interior portion of ductwork visible through the louvers.
- Furnish louvers to the General Contractor for mounting in exterior walls. Connect ductwork per drawings to the louver, sealing all connections air and water tight.

Ceiling Exhaust Fans

- Manufacturers: Greenheck, Broan, Carnes, Cook or ACME.
- Centrifugal direct driven blower wheel, steel housing with acoustical lining, integral exhaust grille (duct mounted), adjustable mounting brackets to allow for any ceiling thickness, permanently lubricated motor, integral junction box with permanently lubricated and thermally protected motor factory wired, gravity operated control damper with blade edge and jamb seals, and damper operator.
- Provide wall discharge assembly as indicated on the drawings.
- Provide variable speed switch for field mounting on/near unit for balancing purposes only.

Inline Exhaust Fans

- Manufacturers: Greenheck BSQ series, Acme, Barry, Cook or Carnes.
- Fan wheel shall be backward-inclined type with non-overloading characteristics.
- Construct housing of welded steel with reinforcing to prevent distortion. Furnish with streamlined inlet cones and multiple straightening vanes following the fan wheel to minimize noise and reduce turbulence. Isolate belt drives from airstream with a belt tube. Externally mount motors on an adjustable base. Bearings to be grease lubricated, self-aligning ball bearing type with grease seal and external grease fitting. Unless a special coating is scheduled, paint fans with a prime coat after metal cleaning and surface preparation. Apply a second coat of paint to all exterior surfaces.
- Provide each housing with a bolted and gasketed access door for inspection of drive and fan wheel.
- Design all vertically mounted fans to withstand the vertical thrust loads.
- Provide with motor, disconnect and starter, adjustable V-belt drive, motor/belt guard, ball bearings and access doors.

Electric Wall Heaters

- Manufacturers: Berko, Q-Mark, Chromalox, Markel or approved equal.
- Use corrosion resistant heating elements, designed and spaced for even distribution of air across the heating element, and installed to prevent noise of expansion and contraction.
- Provide units with integral thermostat, surface mounting cabinet, necessary overheat protection, reset devices, air flow interlock switch, contactors, transformers, local non-fused disconnect switch that is prewired, and other controls as may be required by codes.

- Provide fan powered units with thermostat and controls to maintain fan operation until residual heat in the heating elements has been dissipated. The fans and motors shall be balanced and mounted for vibration free operation.
- Construct surface mount cabinets of 20 gauge steel, furnished exposed cabinets with a baked enamel finish in one of the manufacturer's standard colors, selected by architect.

Gas Fired High Efficiency Unit Heaters:

- Manufacturers: Modine or approved equal.
- Provide direct vent, sealed combustion, condensing type AGA certified for use with natural gas. Minimum annual fuel utilization efficiency (A.F.U.E.) of 91. All ratings are to be certified by GAMA. All wiring shall comply with the National Electrical Code. Construct casing of 18 gauge steel with baked enamel finish.
- Construct casing of cold rolled steel with baked enamel finish. Direct drive propeller type fan statically and dynamically balanced and including fan safety guard and adjustable vertical and horizontal louvers for control of air diffusion on discharge of unit. Aluminized steel burners, single stage gas valve, electronic spark ignition with electronic flame supervision and timed lockout control. Heavy gauge stainless steel heat exchanger and factory installed induced draft blower for heat exchanger prepurge and combustion gas venting. Provide a hinged access panel on the bottom of the unit to access the burner or provide side access to burner assembly. Single point power connection. Unit must be approved for vertical or side wall venting. AGA listed gas controls including manual main shut off valve and gas pressure regulator.
- Provide spark ignited, intermittent pilot system with electronic flame supervision.
- Furnish adjustable horizontal and vertical discharge louvers for units with horizontal discharge.
- Provide hanging mounting kit for suspending heater.
- Provide summer-winter switch, low voltage control and single stage thermostat.
- Provide vertical concentric venting kit.

Make-up Air Unit

- Manufacturers: Greenheck, Reznor, Rupp, Sterling, Rapid Weather-Rite, Modine, or AbsolutAire.
- Indoor units cabinet constructed of 16 gauge galvanized steel, gasketed access panels and doors for access to all components including blower, heater and electrical components.
- Insulate cabinet with 1" thick mat-faced fiberglass.
- Provide centrifugal DWDI forward curved fan with v-belt drives, statically and dynamically balanced wheels and one piece through shaft and heavy duty sealed ball bearings with extended grease fittings. Fan shall be isolated from unit with vibration isolators and flexible connectors to prevent vibration from transmitting to the building. As an option to internal vibration isolation provide isolators for suspending unit along with duct flex connectors.
- Motors shall be open drip proof with adjustable belt drives.

- Provide complete with the following electric controls: Factory installed motor starter with auxiliary contacts, control circuit fuses, control transformer, high temperature limit switch, low outlet temperature shut-off, high and low flow proving switches, automatic mild weather burner lockout discharge temperature controller and sensor. Contain all electrical in a NEMA 1 control box with fused disconnect.
- Provide filter section with 2" thick 30% efficient aluminum filters. Provide dirty filter switch with indicating light. Filter section to be low velocity V-bank type.
- Provide electric heater with Vernier SCR control.
- Provide units complete with the following accessories:
- Intake shut-off damper with motor and end switch
- Remote control station with exhaust fan interlock, heater on/off outdoor thermostat, clogged filter switch with light.
- Unit mounted discharge temperature sensor.

Carbon Monoxide and Nitrogen Dioxide Detection System:

- Manufacturers: Toxalert International, Incorporated, ACI, or equal.
- The system shall provide carbon monoxide and Carbon dioxide detection within the garage, to provide control of the ventilation fan and to provide alarm signals when a hazardous level of CO or NO₂ is detected.

Carbon Monoxide (CO) Sensor:

- The CO sensor shall output a linear 4 to 20 mA analog signal proportional to the CO gas levels detected and shall have a normal operation range of -20°F to 122°F and 0-95% R.H. non-condensing. The sensor shall have a range of 0 to 400 PPM, with an accuracy of $\pm 5\%$ of reading. The sensor shall be microprocessor based with twelve (12) bit analog/digital resolution and periodically recalibrate itself.
- The CO sensors shall have a solid state sensing element for life of ten (10) years and shall be microprocessor based and be self-monitoring of proper operation. The temperature thermistor will automatically compensate the output signal for changes in ambient temperature and relative humidity.
- The CO sensor shall have a LED to indicate 1) Power On; 2) Automatic Calibration; 3) Operating Properly; 4) Sensor Failure.
- The sensor enclosure shall be NEMA 1 removable hinged cover cabinet with a keyed lock to prevent tampering. An aluminium splash/duct shield on the face of sensor to protect sensing element.
- The sensor shall be powered by 24 VAC, 4 wire, 18 AWG shielded.
- Sensors shall be located as required by the manufacturer for full area coverage.
- Carbon monoxide sensor shall be a Model Tox-CO/ANA as manufactured by Toxalert International, Incorporated, ACI model Q5, or equal.

Nitrogen Dioxide (NO₂) Sensor:

- The NO₂ sensor shall output a linear 4 to 20 mA and 0 to 10 VDC analog signals proportional to the NO₂ gas levels detected to the controller. The sensor shall have a range of 0 to 2000 PPM, with accuracy of $\pm 5\%$ of full range.

- The NO2 sensor shall utilize non dispersive infrared technology for life of 10 years and shall be microprocessor based for repeatability and zero drift.
- The sensor shall be powered by 24 VAC or VDC, 4 wire, 18 AWG shielded.
- Sensor shall be located as required by the manufacturer for full area coverage.
- Nitrogen Dioxide sensor shall be Model Air 2000 as manufactured by Toxalert International, Incorporated, ACI model Q5, or equal.

Natural Gas Service:

- This contractor shall prepare all required documentation, in concert with the owner, to establish gas service to the building. Arrange with the local utility for the timely installation of this gas service or upgrading of existing service.
- All charges for the gas service, as shown on the plans, including upgrade of existing services and new connection from the main in the street or other location to the gas meter, shall be paid by this contractor, including setting of the gas meter and all work performed by the gas company.
- Provide concrete pad for the gas meter as required.

Natural Gas Piping and Valves:

Piping:

- 2" and Smaller: ASTM A53, type E or S, standard weight (schedule 40) black steel pipe with ASTM A197/ANSI B16.3 class 150 black malleable iron threaded fittings or ASTM A234 grade WPB/ANSI B16.9 standard weight, seamless, carbon steel weld fittings.
- Pitch horizontal piping down 1" in 60 feet in the direction of flow. Install a 4" minimum depth dirt leg at the bottom of each vertical run and at each appliance. When installing mains and branches, cap gas tight each tee or pipe end which will not be immediately extended. All branch connections to the main shall be from the top or side of the main. Teflon tape is acceptable on threaded natural gas lines.
- For pressure up to 2 psig, piping maybe screwed and fittings maybe malleable iron or forged steel.
- Paint all exterior gas piping with rust inhibiting paint of color as selected by Architect. Inspect piping immediately prior to painting and remove all rust.

Shut Off Valves:

- 2" and smaller: Ball valve, bronze body, threaded ends, lever actuated, chrome plated bronze or stainless steel ball, full or conventional port, teflon seat, blowout-proof stem, two-piece construction, suitable for 150 psig working pressure, U.L. listed for use as natural gas shut-off.

B.9 Electrical

Provide power to the building and furnish and install all lighting, wiring, and other electrical equipment.

General:

- The contractor shall provide all labor and materials to affect a complete electrical installation in accordance with the plans and specifications.

- All work shall be in accordance with local, state, International Building, and National Electrical Codes.
- All equipment shall be new and UL listed for the intended purpose.
- The contractor shall apply for all permits and pay all fees.
- The electrical contractor shall submit a Bill of Material and shop drawings upon request of the A/E.
- The contractor shall conduct final tests to demonstrate compliance with plans and specifications. Owner shall be present for demonstration of all special systems.
- All work shall be guaranteed for one year after date of final acceptance.
- All electrical equipment shall be indexed. Provide nameplates describing panel name, usage, voltage, phase, # of wires, and equipment. Update existing and new panel directories (typed, not free hand) where affected by work.
- Cutting, Patching and Refinishing: The contractor shall provide all openings in new and existing construction except where noted on the plans. The contractor shall caulk and seal all penetrations and do all patching and refinishing of existing surfaces.

Definitions:

A/E: Architect and/or Engineer

Provide: Furnished, installed, wired and connected by the contractor.

Contractor: The person or group responsible for project construction.

Shop Drawings and Maintenance Manuals:

- All shop drawings when submitted shall bear the contractor's name, date and approval. Shop drawings will not be reviewed by the A/E if this requirement is not met.
- Shop drawings shall be submitted electronically in pdf format with an index sheet describing contents therein.

Warranty:

- The contractor, in full knowledge of requirements of the contract documents relative to electrical work, guarantees that the electrical installation has been done in full accord with the same. Additionally, the contractor shall warrant and maintain, remedy and/or replace at his expense any work or materials which may become defective within one year from date of substantial completion, provided such defects are not due to "Acts of God", or abuse/misuse by agents of the owner.

Raceway:

- Raceway shall be concealed wherever possible.
- Use rigid steel or intermediate metal conduit, or EMT 1/2" minimum for all conduit above grade or concrete. Use flexible metal conduit, liquid tight and greenfield where required.
- Conduit installed in concrete or underground shall be heavy wall schedule 40 PVC. Install no conduit larger than 3/4" in floor slab.
- Seal conduits that run through different temperature or atmospheric conditions to prevent condensation or moisture from entering electrical equipment and devices.
- Install wall entrance seal where conduits or direct burial conductors pass through foundation walls below grade.

- Couplings, connectors and fittings shall be standard devices to properly attach conduit to outlet boxes, panel enclosures, all steel, rain tight, and concrete type, specifically designed for the application and bearing the UL label.
- Outlet boxes shall be 4" square minimum, 2-1/2" deep unless noted otherwise.
- Exterior underground conduit shall be heavy wall Schedule 40 PVC.
- Underground conduit runs which enter or exit the building envelope shall utilize rigid conduit from the point of penetration of the building envelope and the next 5' portion of the run in direct contact with the earth. Exterior underground conduit shall be buried at a depth of not less than 30 IN below grade. Provide conduits or ducts terminating below grade with means to prevent entry of dirt or moisture. Underground conduits shall slope 1/8" per foot for proper drainage. Conduits shall drain toward manholes and junction boxes, not the electrical equipment.

Conductor:

- All conductors shall be stranded copper with Types TW, THHN or THW (No. 12 and larger) 600 volt insulation.

Electric Service and Distribution Equipment:

- Provide temporary service in the area of construction for all trades. Include local lighting and 120 volt power. Cost of power shall be paid by Owner.
- Provide new utility electric services as shown on drawings. New feeders and panel boards shall be provided in accordance with drawings. Provide new distribution panels complete with circuit breakers with AIC rating as indicated and verified with local utility.
- Grounding shall be in accordance with Code.
- Safety switches shall be heavy duty (HD) type fused or unfused as required and rated at 200kaic.

Wiring Devices:

- Verify color of all devices and faceplates with Architect, adjustment in color shall be made in the field without additional compensation.

Local Switches:

- Hubbell 1221, 1223, 1224 series with single pole, three-way and four-way, as required.
- Override Switch: Hubbell 1556 momentary contact, three position, center off.
- Receptacles:
- In General: All receptacles shall be rated for the capacity and characteristics of the equipment served and shall be complete with one additional pole for grounding.
- 15 Amp 125 Volt Duplex: Hubbell 5252.
- 20 Amp 125 Volt Duplex: Hubbell 5352.
- Ground Fault Interrupter: 15 Amp, with built-in ground fault interruption, 5 mA sensitivity, LED indicator light ("ON" when operable) and reset, UL 2003 compliant. Duplex, Leviton 8598.
- TVSS 13ka 20 Amp 125 Volt Duplex with light and alarm: Hubbell 5362S.

- All connections to wiring devices must be made by the binding screws only.
- Mounting height:
- Receptacles: 18" up
- Switches: 48" up
- Receptacles Above Counters: 6" up above counter
- Furnish combination, multi-gang and special plates as required.
- In general: P&S p-line smooth thermoset plastic.
- Unfinished areas: Satin Stainless Steel with plate screws of similar material, Sierra Type 302.
- Weatherproof: Of type indicated by symbol on the drawings with Hubbell GF5362, 20 amp 125 lt ground fault receptacle with while-in-use metal cover Intermatic WP series.
- Occupancy sensors:
- Passive Infrared Wall Switch: Passive Infrared detection. Fit in/on a standard single gang switch box. Rated capacity of 600 watts minimum at 120 volts (1,000 watts at 277 volts). Adjustable sensitivity with time delay from 3 to 14 minutes minimum. Three year full warranty. Wattstopper WI Series or approved equal.
- IR Sensor: Include isolated relay and power pack. Wattstopper CI-Series or approved equal.
- Ultrasonic Sensor: Ultrasonic detection. Ceiling mounted. Include isolated relay and power pack. Wattstopper W-Series, or approved equal.
- Dual Technology Occupancy Sensor: Combination passive infrared and ultrasonic detection (dual technology). Mounts on a ceiling bracket with a swivel unit. Include isolated relay and power pack. Wattstopper DT-Series or approved equal.
- Sensitivity Test: After the sensor has been energized for at least 15 minutes, walk to the middle of the room (if conference room) or sit at the normal desk position (if an office). Make no motion for 20 seconds. Move one arm up and down slowly. The test LED should blink.
- Time Delay Test: Set the time delay for 10 minutes. Walk into the room to activate the sensor, then leave room. Sensor must turn lights off at approximately 10 minutes.
- Install sensors within rooms in accordance with furniture and shelving layout. Infrared sensors shall be placed where they will have a direct line of sight to the occupied areas.
- Ultrasonic sensors shall not be placed immediately adjacent to HVAC diffusers. High velocity air movement may result in nuisance tripping of sensor.
- Submit a Lighting Plan marked by manufacturer showing the location, orientation and model number of all occupancy sensors and power packs. Provide interconnecting wire diagrams and catalog cut sheets of all occupancy sensors and power packs.

Lighting Fixtures and Lamps:

- Provide fixtures complete with initial fill of lamps as scheduled.
- Refer to Lighting Fixture Schedule on plans.
- Fluorescent Ballasts:

- Unless otherwise indicated in the Lighting Fixture Schedule, ballasts for fluorescent lamps shall be electronic, rapid-start, high-frequency, full-output type. Ballasts shall be UL listed, ETL certified, Class P, and have an A sound rating. Electronic ballasts shall have less than 10% total harmonic distortion, and a third-harmonic distortion less than 10%.
- Compact Fluorescent Ballasts shall be equipped with an internal, automatic resetting thermal cutout device. Ballasts shall be Class P, and shall be equipped with a ballast shutoff circuit for protection of the ballast at the end of lamp life.
- Ballasts shall have a minimum ballast factor of 0.85, a minimum power factor of 0.9, a maximum lamp current crest factor of 1.7, and shall be low-inrush type.
- Recessed, incandescent fixtures shall include thermal cut-off protection in accordance with code wherever application dictates.

LED LIGHTING

- The manufacturer offering this item must have produced at least 1000 (one thousand) identical or similar models to that being tendered.
- The manufacturer of the LED lighting fixture shall utilize high-brightness LEDs.
- Light output of the luminaire shall be the absolute photometry following IESNA LM-79 requirements and guidelines.
- Lumen maintenance of the LED's (sources, arrays, modules) shall be reported following IESNA LM-80 requirements and guidelines.
- Luminaire Color Rendering Index (CRI) shall be a minimum of 70 for exterior fixtures, and a minimum of 80 for interior fixtures.
- The LED fixture shall be thermally designed as to not exceed the maximum junction temperature of the LED for the ambient temperature of the location the fixture is to be installed.
- The luminaire shall maintain 70% lumen output (L70) for a minimum of 50,000 hours at 25 degrees C for exterior locations and conditioned interior locations, and 40 degrees C for unconditioned interior locations.
- The luminaires shall have a verifiable 100 hour burn in time at the factory.
- The luminaire shall be mercury-free, lead-free and RoHS compliant.
- The luminaire shall be certified by a Nationally Recognized Testing Laboratory (UL, ETL, IEC) as listed by OSHA.
- LED driver shall have a minimum power factor of 0.9.
- Electrical components of the LED lighting fixture [LED light engine/board array and driver(s)] shall be of modular construction so that each component is individually replaceable in the field for maintenance and repair purposes. Wiring connecting these components shall utilize quick disconnects.
- The LED lighting fixture shall carry a limited 5-year warranty minimum for LED light engine(s)/board array, and driver(s).
- LED driver shall be a Dimming Constant Current (DCC) driver, operating at [350/525/750]mA drive current maximum.
- LED driver shall be compatible with dimming control as specified. Refer to control specification.

- LED luminaire, driver, and controls shall be submitted for review at the same time to ensure compatibility.
- All LED fixtures when submitted for review shall include the "Lighting Facts" sheet.
- The contractor shall verify ceiling construction prior to ordering fixtures.
- All compact fluorescent ballasts shall be electronic with ballast shutoff circuit for protection of the ballast at the end of lamp life, unless noted otherwise.

Motor wiring:

- Applicable motors furnished under General Construction, Heating, Ventilating, Air Conditioning and Plumbing branches of the work. Motor starters and controllers shall be erected by the contractor in an approved manner at locations established by contractor supplying the equipment. The contractor shall extend motor circuit connections in each instance. All line voltage motor control wiring from starter to motor controllers and all incidental line voltage motor control wiring from starter to motor controllers and all incidental line voltage control wiring shall be done by the contractor. Low voltage wiring (less than 120 volts) shall be by mechanical trade contractor. Provide HP rated motor disconnect switches as required by code. Provide NEMA 1 enclosures in general; NEMA 3 enclosures wherever exposed to weather. The Contractor shall verify that all materials are provided for a complete electrical installation.

Special Purpose Outlets:

- Special Purpose outlet shall be located as required by equipment. The contractor shall be responsible for verifying electrical characteristics of the actual equipment being furnished for the project prior to installation of outlets. The contractor shall verify that all materials are provided for a complete electrical installation.

Excavation:

- The contractor shall perform all excavation, and furnish and install all cable and make terminals as detailed on drawings.
- Measurements: The contractor shall lay out this work and make all measurements required to fit his work to field conditions. He shall take all levels necessary and establish proper grade. The contractor shall verify all dimensions at the site and be responsible for their accuracy and coordination with all existing trees, shrubs, etc.
- Excavation shall include all necessary clearing of the site, all grubbing and all wet, dry rock excavation and all incidental work such as sheet piling, shoring, plumbing and bailing, all transportation and backfilling.
- The contractor shall obtain final grades from the owner before proceeding with trench work.
- Where the earth trench meets conduit either above or below the trench line, the trench shall be sloped at a grade of not more than two inches per foot to meet the conduit. Do not bend conduit to meet the trench.
- The material excavated from the trench may be stored or soil banked adjacent to trench. During the period that trenches may be left open, the trench shall either be covered or barricaded with warning lights to the satisfaction of the engineer.

- The trench shall be cleared of large stones, or large objects such as described under "Backfill". The trench bed shall be relatively clean, of debris and firm.
- During excavation, the contractor shall exercise care to avoid injuring to existing trees, utilities, connections, etc. The expense of repairing any damage and restoring same shall be borne by the contractor.
- All conduit shall drain to junction boxes. No pockets shall be permitted in conduit lines.

Back Fill

- The excavated material adjacent to the trench may be used as back fill except for hard chunks of earth, broken concrete, bricks, stones, or other objects larger than 2" in diameter which might damage the duct system.
- Additional back fill may be required to supplement excavated material in order to restore trench to meet precut condition and allow for setting.
- Back fill shall be firmly tamped and solidly packed. However, do not tamp on top of PVC conduit.
- Inspect installation after 30 days with the owner and perform such additional work as necessary and directed by owner.

C Construction

Provide construction execution in compliance with the following:

C.1 Dimensional Requirements for Rectangular Building

Width: 60'-0".
 Length: 58'-8".
 Eave Height: As indicated by nominal height on Drawings.
 Overall Height: As indicated by nominal height on Drawings.

C.2 Metal Building Erection

Setting Base and Bearing Plates: Clean concrete and masonry of bond-reducing materials and roughen surfaces before setting plates. Clean bottom surface of plates.

- Set plates for structural members on wedges, shims, or setting nuts.
- Tighten anchor rods after supported members have been positioned and plumbed.
- Pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure.

Erect framing true to line, level, plumb, rigid, and secure. Comply with AISC specifications referenced in this section.

- Make field connections for primary framing using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," snug tightened or pretensioned.
- Fasten secondary framing to primary framing using clips and non-high-strength bolts. Hold rigidly to a straight line by sag rods.
- Install joists, girders, and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Standard Specifications, Load Tables, and Weight Tables for Steel Joists and Joist Girders."

- Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.
- Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.

Roof Panel Installation: Provide roof panels of full length from eave to ridge when possible.

- Install screws with power tools having controlled torque to compress neoprene washer without damage to washer, screw threads, or panels. Install screws in predrilled holes.
- Use aluminum or stainless-steel fasteners for exterior and galvanized fasteners for interior.
- Locate panel splices over, but not attached to, structural supports; stagger panel splices.
- Lap-Seam Roof Panels: Fasten to purlins with exposed fasteners at each lapped joint. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on lap seams. At splices, lap panels 6 inches, seal with butyl sealant and fasten together with interlocking clamping plates.

Wall Panel Installation: Provide panels full height of building unless otherwise indicated.

Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. When two rows of panels are required, lap panels 4 inches minimum. Locate panel splices over structural supports.

Rigidly fasten base end of metal wall panels and allow eave end free movement due to thermal expansion and contraction. Predrill panels.

Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as necessary for waterproofing.

Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on lap seams.

Install screws with power tools having controlled torque to compress neoprene washer without damage to washer, screw threads, or panels. Install screws in predrilled holes.

Use aluminum or stainless-steel fasteners for exterior and galvanized fasteners for interior.

Roof Insulation Installation:

Straps:

- Cut straps to length and install in the pattern and spacing indicated on shop drawings.
- Tension straps to required value.

Vapor Barrier Fabric:

- Install vapor barrier fabric in large one-piece custom fabricated pieces to substantially fit defined building areas with minimum practicable job site sealing.

- Position pre-folded fabric on the strap platform along one eave purlin.
- Clamp the two bottom corners at the eave and also centered on the bay.
- Pull the other end of the pleat-folded fabric across the building width on the strap platform, pausing only at the ridge to fasten the strap and fabric in position where plane of roof changes and to release temporary fasteners on the opposite ridge purlins.
- Once positioned, install fasteners from the bottom side at each strap/purlins intersection.
- Trim edges and seal along the rafters.
- All seams must be completely sealed.

Insulation:

- Unpack and shake to a thickness exceeding the specified thickness.
- Ensure that cavities are filled completely with insulation.
- Place on the vapor barrier liner fabric with voids or gaps.
- Place top layer of insulation over and perpendicular to the purlins with voids or gaps, as roof sheathing is applied.

Seal the vapor barrier fabric to the wall fabric and elsewhere as required to provide a continuous vapor barrier.

Wall Insulation Installation:

Straps:

- Cut straps to length and install in the pattern and spacing indicated on shop drawings.
- Tension straps to required value.

Vapor Barrier Fabric:

- Install vapor barrier fabric in large one-piece custom fabricated pieces to substantially fit defined building areas with minimum practicable job site sealing.
- Apply the vapor barrier fabric by clamping it in position over eave strap and installing fasteners through the eave strap into each roof strap, permanently clamping the wall fabric between them.
- Once in position, draw the vapor barrier fabric down over the column flanges to the base angle and install vertical straps along each column and 5 feet on center, maximum, fastening to each girt to retain system permanently in place.
- All seams must be completely sealed.

Insulation:

- Install thermal break tape to exterior surface of girts as wall sheathing is applied.
- Position and secure Fast-R hangers to girts on the inside face of the wall sheathing.
- Cut insulation to required lengths to fit vertically between girts.
- Fluff the insulation to the full-specified thickness.
- Neatly position in place and secure to Fast-R hangers.
- Ensure that cavities are filled completely with insulation.

Seal the vapor barrier fabric to the wall fabric and elsewhere as required to provide a continuous vapor barrier.

Accessory Installation:

- Seal perimeter of door window and louver frames with elastomeric sealant used for panels.
- Install personnel doors and frames straight, level, and plumb. Securely anchor frames to building structure. Set units with maximum 1/8-inch clearance between door and frame at jambs and head and maximum 3/4-inch clearance between door and floor.
- Install windows level, plumb, and true to line, without warp or rack, anchored securely in place. Set sill members in a bed of sealant and seal perimeter of each unit.
- Pipe Flashing: Form flashing around pipe penetrations. Fasten and seal to panels.
- Adjust and check each operating item of hardware to ensure proper operation and function. Replace units that cannot be adjusted to operate freely and smoothly.

Gutters, Downspouts, Flashing, and Trim Installation:

- Comply with SMACNA's "Architectural Sheet Metal Manual." Provide for thermal expansion; conceal fasteners where possible, and set units true to line and level. Install work with laps and seams that will be permanently watertight.

C.3 Glazing

Glazing Installation

- Comply with combined recommendations of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are contained in GANA's "Glazing Manual."
- Remove nonpermanent labels, and clean surfaces immediately after installation.

Insulating-Glass Type

- Glass Type IG: Low-E-coated, clear insulating glass.
- Overall Unit Thickness: 1 inch (25 mm).
- Thickness of Each Glass Lite: 6 mm.
- Outdoor Lite: Annealed or fully tempered (where needed) float glass.
- Interspace Content: Argon.
- Indoor Lite: Annealed or fully tempered (where needed) float glass.
- Visible Light Transmittance: 66 percent minimum.
- Winter Nighttime U-Factor: .24 maximum.
- Solar Heat-Gain Coefficient: .27 maximum.
- Provide safety glazing labeling.

C.3 Concreting

- Construct formwork according to ACI 301 and maintain tolerances and surface irregularities within ACI 347R limits of Class A, 1/8 inch (3.2 mm) for concrete exposed to view and Class B, 1/4 inch (6 mm) for other concrete surfaces.
- Place vapor retarder on prepared subgrade, with joints lapped 6 inches (150 mm) and sealed.
- Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.
- Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- Slab Finishes: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:
 - Scratch finish for surfaces to receive mortar setting beds.
 - Troweled finish for floor surfaces and floors to receive floor coverings, paint, or other thin film-finish coatings.
 - Nonslip-broom finish to exterior concrete platforms, steps, and ramps.
 - Cure formed surfaces by moisture curing for at least seven days.
 - Begin curing concrete slabs after finishing. Keep concrete continuously moist for at least seven days or Apply membrane-forming curing and sealing compound to concrete.
- Owner will engage a testing agency to perform field tests and to submit test reports.
- Protect concrete from damage. Repair and patch defective areas.

C.4 Masonry Installation

- Cut masonry units with saw. Install with cut surfaces and, where possible, cut edges concealed.
- Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
- Stopping and Resuming Work: Rack back units; do not tooth.
- Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- Tool exposed joints slightly concave when thumbprint hard unless otherwise indicated.
- Keep cavities clean of mortar droppings and other materials during construction.

C.5 Masonry Lintels

- Install lintels where indicated.
- Minimum bearing of 8 inches at each jamb unless otherwise indicated.

C.7 Doors

Provide three unobstructed rectangular entrance openings at one end of the building, as indicated on the drawings.

- In each opening, provide an upward acting coiling door (overhead) designed for 20 psf minimum wind load. Supply and install all wood head and jamb framing and blocking as called for by door manufacturer.
- A chain hoist for manual operation of each door shall be included.

C.8 Service Doors

Overhead Coiling Doors:

- Install door, track, and operating equipment complete with necessary hardware, jamb and head mold strips, anchors, inserts, hangers, and equipment supports.
- Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.

Service Doors:

- Install hollow metal frames to comply with SDI A250.11.
- Install doors to provide clearances between doors and frames as indicated in SDI A250.11.
- Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying rust-inhibitive primer.

C.9 Toilet Accessory Installation

- Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- Install grab bars to withstand a downward load of at least 250 lbf, when tested according to method in ASTM F 446.
- Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

C.10 Pipe Bollards

Furnish and install two pipe bollards to be used as door jamb guard posts, minimum 6 inches in diameter and 7 feet in length, consisting of standard weight galvanized steel structural pipe, filled with concrete. Form concrete crown at top of bollard. These shall be embedded in concrete footings, and painted federal safety yellow using rust-inhibitive paint. Paint shall be applied to entire length of pipe, including the joint between pipe and footing.

C.11 Testing, Adjusting and Balancing HVAC System

- The following requirements are supplementary to tests specified for individual equipment or systems in mechanical work sections:
 - Furnish labor, materials and instruments and bear other costs in connection with all tests.
 - Give written notice in ample time to all concerned of date when tests will be conducted.
 - Concealed or insulated work shall remain uncovered until required tests have been completed, but if construction schedule requires it, arrange for prior tests on parts of system as approved by the architect.
- Acceptance Tests:
 - After mechanical work has been completed, the contractor shall subject all mechanical systems to acceptance tests under normal operating conditions for periods as directed by the engineer.
 - All equipment, fans and motors shall run at their required speed without showing undue vibration, objectionable noise or sparking. Fan motor sizes, on forward curve fans, shall not overload at rated RPM when operating at 90% of design static pressure.
 - When the utility lines, including but not limited to, electric, steam, hot water, and refrigerant, are appropriately connected to the appliances/equipment, each appliance/piece of equipment shall be tested for proper and safe operation.
- The following checks shall be made:
 - Confirm that all necessary valves, switches, etc., whether specifically mentioned in the specifications and/or drawings or not, but understood to be required for complete and correct operation of equipment, are included.
 - Confirm direction of fan rotation and correct operation/wiring of motors.
 - Confirm proper operation of heating sections. Verify CFM and leaving air temperatures per specifications.
 - Confirm proper operation of outside air dampers.
 - If leaving air temperature is not according to specifications, determine cause and provide suitable corrections.
 - Overall condition and operation of equipment.
 - Balancing shall meet the requirements of the Wisconsin Commercial Building Code SPS 364.0313.
- Testing, Adjusting, and Balancing:
 - Provide total mechanical systems testing, adjusting and balancing. Requirements include the balance of air and water distribution, adjustment of new and existing systems to provide design quantities, electrical measurement and verification of performance of all equipment. Balancing shall meet the requirements of the Wisconsin Commercial Building Code SPS 364.0313.
- Final air system measurements to be within the following range of specified CFM:
 - Fans: 0% to +10%
 - Return/exhaust grilles, registers: 0% to -10%

- Adjustments, Repairs, and Retests:
 - Make adjustments, repairs, alterations, as required to meet specified test results.
 - Correct defects disclosed by tests or inspection, and replace defective parts.
 - In replacing defective parts use only new materials.
 - Caulking of screwed joints or opening of welds will not be permitted.
 - Repeat tests after defects have been corrected and parts replaced, as directed by the engineer and until pronounced satisfactory.
- Responsibility of Damage
 - The contractor shall bear cost of repairs, and restoration of the work of other contractors damaged by the tests or cutting that had to be done in connection with the tests.

C.12 Plumbing Work

- Install plumbing fixtures in accordance with manufacturer's instructions. Set level and plumb. Secure in place to counters, floors and walls providing solid bearing and secure mounting. Bolt fixture carriers to floor and wall. Secure rough-in fixture piping to prevent movement of exposed piping.
- Install each fixture with trap easily removable for servicing and cleaning. Install fixture stops in readily accessible location for servicing.
- Install barrier free fixtures in compliance with comm 52, 69 and federal ada accessibility guidelines. Install barrier free lavatory traps parallel and adjacent to wall and supplies and stops elevated to 27" above floor to avoid contact by wheelchair users.
- Each fixture shall have a stop valve installation to control the fixture. Stop valves shall be heavy duty type with brass stems and screwed or sweat inlet connections. Compression type inlets are not acceptable.
- Cover pipe penetrations with escutcheons. Exposed traps, stops, piping and escutcheons to be chrome plated brass, same items in concealed locations may be of rough brass finish.
- Set counter mounted lav and sink faucets and drains with full setting bed of flexible non-staining plumber's putty. Cover exposed water closet bolts with bolt covers.
- Seal openings between walls, floors and fixtures with mildew-resistant silicone sealant same color as fixture.
- Test fixtures to demonstrate proper operation. Replace malfunctioning units or components. Adjust valves for intended water flow rate to fixtures without splashing, noise or overflow. Adjust self-closing lavatory faucets to 15 second cycle. Adjust shower valve temperature limit stops to 110 degree maximum outlet temperatures.
- Protect fixtures during construction. At completion clean plumbing fixtures and trim using manufacturer's recommended cleaning methods and materials.

C.13 Electrical Work

Perform all electrical work per applicable codes and shall be inspected and approved by the local building department. Coordinate the power supply to the salt storage building. The metal vehicle storage building contractor shall bring power to a termination point near

the north side of the building entrances. Place all electrical underground conduits prior to commencement of pad construction.

C.14 Testing

Testing for all materials shall be in accordance to the pertinent section of the standard specifications and performed by the contractor.

The contractor shall also provide maintenance and service information for the principal components of the salt storage building.

C.15 Warranty Work

Perform warranty work during the three-year warranty period at no additional cost to the department or county. Warranty work consists of remedial work and elective/preventive maintenance. Maintain insurance for performing warranty work as specified in standard spec 107.26 throughout the warranty period.

During warranty work operations, traffic control will be as specified in standard spec 643 and all will conform to Part 6 of the Wisconsin Manual on Uniform Traffic Control Devices.

The contractor shall document all warranty work performed and annually provide this information to the county.

If warranty work causes damage to the building and all associated components, repair or replacement of the damage will be the responsibility of the contractor. Use replacement materials of the same kind specified in the original contract unless mutually agreed otherwise by the engineer and the contractor.

All warranty work including, but not limited to, remedial work and elective/preventive maintenance shall require a permit from the county. The county will provide contact information for obtaining a permit to the contractor.

Document all warranty work performed. Use the departments form DT2305 to provide this information to the county each time work is performed on a warranty project.

C.16 Remedial Work

Remedial work will be based on the result of manual surveys or evaluations. Perform remedial work in the same calendar year that the distresses were recorded. Remedial work to be performed and materials to be used will be the joint decision of the contractor and the engineer.

The contractor will have the first option to perform the remedial work. If, in the opinion of the engineer, the problem requires immediate attention for the safety of the public, and the contractor cannot perform the remedial work within eight hours, the engineer may have the remedial work performed by other forces and at the contractor's expense.

Remedial work performed by other forces will not alter the requirements, responsibilities, or obligations of the warranty.

If remedial action work or elective/preventive action work performed by the contractor necessitates a corrective action to other components of the Salt Storage Building, then such corrective action will be the responsibility of the contractor.

D Measurement

The department will measure Salt Storage Building 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	Metal Vehicle Storage Building	LS

Payment is full compensation for designing the pre-engineered metal building; for excavating wall footing; providing all items in this special provision, including, but not limited to the footing/foundation, walls, steel reinforcement, prefabricated structure, roofing, doors, all electrical materials and components, including underground wiring and conduit, all plumbing materials and components, including underground piping; for fabricating, including all cutting, preparing, welding and coating; for installing, transporting, erecting and testing all necessary items; for obtaining all necessary permits; for providing electrical service; for the warranty and warranty bond; for performing warranty work; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

32. Salt Storage Building, Item SPV.0105.02

A Description

This special provision describes designing, providing and erecting a 40'-0" wide by 105'-8" long high-arch gambrel style storage building with pressure treated wood structures, concrete foundations, fans and electrical systems as shown in the plans and hereinafter provided.

The building shall be self-supporting with no internal supports inside to hamper loading and unloading of material complete with doorways on one end of the building. The building shall be constructed of pressure treated wood members.

Provide a three-year warranty on the roof. Include labor and materials in the warranty.

The salt storage building shall be of sufficient size to store a minimum of 2,000 tons of deicing salt based on the weight of 80 lbs. per cubic foot. Storage of piled salt shall have a repose angle of 32 degrees. Totally unobstructed and usable floor area within the interior walls shall be approximately 3,900 square feet. Salt storage building shall be a maximum of 36'-0" feet high and shall include a built-in fan dormer for a 30-inch diameter exhaust

fan as included in the electrical specification section. See electrical section of specification for fan designation.

The salt storage building will be located on a newly developed site for the Wisconsin Department of Transportation to be used by the Dodge County Highway Department. The site also includes an approximately 3,364 sf vehicle storage garage. The new salt shed shall be located on the south-east side of this site. Construction activities will be ongoing for the vehicle storage garage concurrent with the construction of the salt storage building. The salt storage building contractor shall coordinate with the vehicle storage garage contractor and the roadway resurfacing contractor for site access and usage. The roadway resurfacing contractor or the vehicle storage garage contractor shall prepare the base course and rough grading in the area where the salt storage building will be located. The salt storage building contractor shall be responsible for excavation for footings and foundations and backfilling.

Asphalt paved flooring is not to be provided by the salt shed manufacturer/contractor. Asphalt paving shall be provided by the road resurfacing contractor in coordination with the salt shed contractor.

The owner reserves the right to consider bids for structures varying in minor respects from any specific requirements specified herein, but judged to meet the intent of this specification.

Definitions:

- The term "owner" means Wisconsin Departments of Transportation.
- The term "contractor" means the lowest responsible bidder awarded the contract for the work.
- The term "floor" means the exposed portion of the asphalt concrete surface of the building site that lies within the inner building perimeter.
- The term "salt" means sodium chloride used to melt snow and ice from roadway surfaces.

A.1 Quality Assurance

Contractor's Qualifications:

To be eligible for award of bid, contractor shall have at least five years' successful experience in the construction of the type of structure proposed in his bid.

Materials:

Contractor shall provide materials that have a proven performance record, and shall be responsible for all products, components, accessories, and methods used in constructing the building.

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

- American Institute of Steel Construction (AISC)
- American Concrete Institute (ACI)
- American Institute of Timber Construction (AITC)
- American Iron and Steel Institute (AISI)
- American Plywood Association (APA)
- American Softwood Lumber Standard: U. S. Department of Commerce PS-20

A.2 Submittals

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

In the case of prefabricated buildings and proprietary design, submit advertising literature depicting the proposed building.

Provide all pertinent shop drawings, structural design information and submittals to the engineer and representative of the Owner and Dodge County Highway Department prior to ordering and installing any materials required for the work. The engineer, Owner, and representative of the Dodge County Highway Department must review all materials, design information and submittals prior to the contractor ordering and installing any materials required for the work. The required shop drawings include, but are not limited to:

- Letter of Design Certification, signed and sealed by a qualified professional engineer including the following:
 - Name and location of the project.
 - Order number.
 - Name of manufacturer.
 - Name of contractor.
 - Building dimensions including width, length, and roof slope.
 - Governing building code and year of edition.
- Design loads (dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration and auxiliary loads).
- Load combinations (indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code).
- Building-use category (indicate category of building use and its effect on load importance factors).
- Delegated-Design Submittal: For salt storage building systems indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.
- Product Data: For each type of salt storage building system component.

- Shop Drawings: For salt storage building system components (include plans, elevations, sections, details, and attachments to other work) including:
 - Concrete footings and foundations.
 - Steel reinforcement.
 - Metal plates and fasteners.
 - Wood products.
 - Dimensional asphalt shingle roofing system.
 - Wall systems.
 - Flashings.
 - Barrier walls.
 - Doors and frames.
 - Electrical and lighting systems.
 - Site work.
 - Accessories.

A.3 Warranty

Provide a three year warranty on the roof. Include labor and materials in the warranty.

The necessary warranty bond for the warranted roof items will be in effect for the entire three-year warranty period beginning when the Salt Storage Building is completed and opened. The bonding company must have an A.M. Best rating of “A-“or better and the contractor will provide proof of a five-year bond commitment before execution of the contract.

The warranty bond will be \$24,000 for the warranted roof. The bond will insure the proper and prompt completion of required warranty work for the duration of the warranty period, including payments for furnishing all labor, equipment and materials used according to this specification.

The performance bond, which remains in effect for one year beyond the completion of the project, will also include warranty work as described in Section C.14 Warranty Work of this article. For the remaining two-year warranty period, provide documentation that the warranty bond will remain in effect for the portion of the warranty period after expiration of the performance bond.

If a subcontractor places the warranted roof, the subcontractor may provide the warranty bond for the remaining two-year warranty period after expiration of the performance bond. If the subcontractor does provide the bond, it shall be a dual obligee bond, naming the contractor and the Wisconsin Department of Transportation as obligees. The subcontractor shall provide documentation that the warranty bond will remain in effect for the portion of the warranty period after expiration of the contract bond.

Failure of the contractor, subcontractor or its surety to issue or renew the warranty bond will be considered a default and will result in forfeiture of the face amount of the bond to the department.

All warranty work will be as prescribed in Section C.14 Warranty Work of this article. At the end of the warranty period, the contractor will be relieved of the responsibility to perform further warranty work, provided all previous warranty work has been completed. Maintain insurance, in the course of performing warranty work, as specified in standard spec 107.26 throughout the three-year warranty period.

A.4 Roofing Guarantee

Guarantee the installation of the roof for a period of three years after the building is turned over to the owner. Provide 30 year manufacturer warranty on shingle materials.

A.5 Code Compliance

Build the structure in conformance with all applicable codes. The contractor is responsible to submit the design for any required review prior to commencement of construction and to execute the construction of the building so as to achieve compliance.

A.6 Installation and Erection

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

- Foundations shall be of size and depth required to resist frost action.
- Bid prices shall include the cost of foundations appropriately designed to support the proposed structure.
- Provide the salt storage building and required appurtenances, erected on abovementioned foundations, conforming to the performance requirements of these specifications complete and prepared for the storage of salt.

B Materials

Furnish a 40'-0" x 105'-8" Bulk Salt Storage Building with concrete foundations, pressure treat wood structure, wood trusses and asphalt shingle roofing system. The design shall be a hi-gambrel arch building.

Subject to compliance with requirements, provide salt storage buildings by one of the following:

- Wheeler Lumber, LLC.
- Bulk Storage Inc.
- Advanced Storage Technology.
- Approved equal.

B.1 Plot Plan

Furnish to all subcontractors a plot plan showing the proposed location of the salt storage building including distances from lot lines and encumbrances on the site such as other buildings/structures and lay-down areas utilized by the roadway resurfacing contractor

and/or vehicle storage garage contractor. The salt shed contractor shall coordinate with the vehicle storage garage contractor and roadway resurfacing contractor for staging areas. All bidders are invited to inspect the site prior to bidding.

B.2 Earthwork and Foundation Excavation

The roadway resurfacing contractor or the vehicle storage garage contractor shall prepare the site for the buildings so that the grade within the building area is level to within plus or minus 2", and so that the grade of the surrounding area slopes away from the building in all directions sufficiently to insure proper drainage. The salt storage building contractor shall excavate and backfill to original grade for the foundation footings.

B.3 Asphalt Flooring and Paving

Asphalt flooring and paving shall be the responsibility of the roadway resurfacing contractor and is not part of salt storage building contract.

B.4 Building Products

The following minimum required standards shall be met for the products listed:

Metal Plates and Fasteners:

Metal plates and fasteners used in the building (truss bearing plates, shear plates, truss gusset plates, joist hangers, nails, bolts, nuts, washers, screws, etc.) which are in direct contact with salt, or which are exposed to an atmosphere containing salt, shall be designed to resist corrosion due to such contact or exposure.

- Truss bearing plates, bolts, and washers: to be stainless steel.
- Truss gusset plates: to be galvanized steel, epoxy coated.
- Joist hangers: to be triple-zinc coated.
- Nails applied to CCA or CDX lumber shall be galvanized.

Wood Products:

All above-ground lumber exposed to weather, or directly in contact with salt, shall be preservative treated with water-borne preservatives for above-ground use, complying with AWPALP-2 (CCA .40).

Exterior Wall System:

Provide exterior wall system or components of pressure treated wood as indicated on the drawings to provide a durable weather-resistant barrier, which may be maintained easily by owner with non-proprietary products readily available for such purpose.

Barrier Wall:

Provide a suitable interior protective barrier wall conforming to the following:

- Barrier wall and supports to be pressure treated wood. No concrete to be used above grade.
- No matter what type barrier wall is used, exterior braces must be provided to support the wall columns and to support the loads on the wall described below.
- Design the barrier wall to resist the weight (i.e., forces) of salt and sand assuming the following loading conditions:

- Salt and sand will be stored to a contained height of twelve 12 feet against the barrier wall.
- The salt and sand will further slope upwards and away from the wall toward a peak or ridge in the center of the building at a 32 degree angle of repose.
- The resulting horizontal force created against the wall will be 0.719 times the weight of the sand and salt.
- Wall shall be designed to resist salt and sand load of 100 pcf, to resist a horizontal impact load of 250 lbs., and to resist structural damage from abrasion by salt loading equipment.
- Design and construct the barrier wall to require minimal maintenance. It shall be arranged for easy replacement of components by maintenance personnel without requiring the use of heavy equipment.

Asphalt Shingle Roofing System:

Fire-Resistance Characteristics: ASTM E 108 or UL 790, Class C. Identify products with appropriate markings of testing and inspecting agency acceptable to authorities having jurisdiction.

Dimensional Asphalt Shingles: ASTM 3462, laminated, multi-ply overlay construction, mineral-granule surfaced, and self-sealing.

Manufacturers:

- CertainTeed Corporation.
- Elk Premium Building Products, Inc.
- GAF Materials Corporation.

Felts: ASTM 226 or ASTM 4869, Type I, asphalt-saturated organic felts.

Ridge Vent: Rigid UV-stabilized plastic ridge vent with external deflector baffles; for use under ridge shingles.

Roofing Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel shingle nails, minimum 0.120-inch diameter, of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through roof sheathing.

Sheet Metal Flashing and Trim:

- Sheet Metal: Aluminum.
- Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual."
- Drip Edge: Formed sheet metal with at least a 2-inch roof deck flange and a 1-1/2-inch fascia flange with a 3/8-inch drip at lower edge.

Door and Frames:

Sectional Overhead Doors: Provide one unobstructed rectangular entrance opening at one end of the building, nominal dimensions to be 22' high by 20' wide.

- In each opening, provide an upward acting sectional door (overhead) designed for 20 psf minimum wind load. Supply and install all wood head and jamb framing and blocking as called for by door manufacturer.
- A chain hoist to provide capability for manual operation of each door shall be included.

Service Doors:

In the crib wall adjacent to the overhead door, furnish and install one 3'-0" x 7'-0" exterior grade fiberglass swing-out pass door with fiberglass jambs and hardware, color as selected by owner. Note: This door is not shown on the plans, but shall be provided. Manufacturer to select best location for this door.

Electrical and Lighting:

Perform all electrical work per applicable codes and shall be inspected and approved by the local building department. Coordinate the power supply to the salt storage building. Power shall be placed underground and be brought to side near the west building entrance. Place electrical underground conduit prior to commencement of asphalt pad construction. Locate the electrical panel in compliance with proper clearances in compliance with all applicable codes on the interior face of the west building wall, just north of the western facing overhead door.

The electrical work shall consist of the following:

- Power to the site building shall be 208 Volt, 3-phase 60 hertz unless otherwise approved by the engineer. Contractor shall confirm power supply with engineer prior to beginning work. Contractor shall include provisions to step the power down for the lighting and fan requirements. On the outside of the entryway, the electrical contractor shall install a heavy duty rated 100 AMP/120-240 V Breaker and Switch Box and PVC wiring to power the following:
- Install two electrical outlets next to the electrical breaker panel in accordance to local code requirements.
- Install fixtures with all necessary switches and wiring to the fixtures and to the electrical fan. Light fixtures shall be positioned as follows on the appropriate location:
- Installation shall include LED light fixtures equally spaced around the upper one-third of the structure to provide 20 foot candles. The fixtures shall be industrial moisture-proof types for use of this nature and one exterior fixture mounted over the canopy of each entranceway. Install the interior fixtures so as not to be hidden or obstructed by any building construction and aligned to completely illuminate the full interior of the building. Exterior fixtures shall have photo-cell switch.
- Installation shall include LED wall packs above overhead doors.
- All exterior conduits shall be galvanized metal. All interior conduit to be PVC schedule 40.
- All pull boxes and junction boxes inside the structure shall be PVC, weatherproof and corrosion resistant. They shall be firmly attached to the walls of the structure. The contractor shall install a flush-mounted switch for controlling interior lights.

- The contractor shall install a lockable weatherproof disconnect with a main and circuit breakers to control lighting and outlet. Mount the disconnect firmly to the exterior wall near the entrance and door.
- Furnish, install and provide power for an electrical fan above each half salt shed. Contractor is responsible for hook-up of mechanical exhaust fan. The fan shall be corrosion resistant coated, completely enclosed motor. Gravity shutter shall also be corrosion resistant coated. Fan and shutter shall be a Heavy-Duty Industrial Exhaust Fan, HERESITE phenolic salt spray resistant coated with two coats. The fan size shall be a 30"-1 H.P. single phase fan.
- Place all electrical underground conduits prior to commencement of pad construction.

Pipe Bollards:

Furnish and install pipe bollards indicated on the drawings to be used as door jamb guard posts, minimum 6 inches in diameter and 7 feet in height, consisting of standard weight galvanized steel structural pipe, filled with concrete. Form concrete crown at top of bollard. These shall be embedded in concrete footings, and painted federal safety yellow using rust-inhibitive paint. Paint shall be applied to entire length of pipe, including the joint between pipe and footing.

Accessories:

General: Provide accessories as standard with salt shed building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.

- Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

Flashing and Trim: Formed from 0.022-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet pre-painted with coil coating; finished to match adjacent metal panels.

Roof Ventilators: Gravity type, complete with hardware, flashing, closures, and fittings.

- Circular-Revolving Type: Minimum 20-inch- diameter throat opening; finished to match metal roof panels; with matching base and rain cap.
- Type: Directional revolving.
- Bird Screening: Galvanized steel or aluminum.
- Dampers: Spring-loaded, butterfly type; pull-chain operation; with pull chain of length required to reach within 36 inches of floor.
- Continuous or Sectional-Ridge Type: Factory-engineered and -fabricated, continuous unit; fabricated from 0.022-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet pre-painted with coil coating; finished to match metal roof panels. Fabricated in minimum 10-foot- long sections.

Provide throat size and total length indicated, complete with side baffles, ventilator assembly, end caps, splice plates, and reinforcing diaphragms.

- Bird Screening: Galvanized steel or aluminum.
- Dampers: Manually operated, spring-loaded, vertically rising type; chain and worm gear operator; with pull chain of length required to reach within 36 inches of floor.
- Throat Size: 9 or 12 inches, as standard with manufacturer, and as required to comply with ventilation requirements.

B.5 Final Grading and Restoration

Complete all final grading and site restoration activities.

B.6 Electrical

Provide power to the building and furnish and install all lighting, wiring, and other electrical equipment.

C Construction

Provide construction execution in compliance with the following:

C.1 Dimensional Requirements for Rectangular Building

Width: 40'-0".
Length: 105'-8".
Vertical Side Wall Height: 12' above finished floor.
Overall Height: Not to exceed 36'-0" above finished grade.

C.2 Loading Method

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

C.3 Storage Method

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

C.4 Building Structural Requirements

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

- Ground Snow Load: 30 pounds per square foot.
- Lateral Wind Load: 95 mph.
- Soil Bearing Pressure: 3,000 pounds per square foot.

C.5 Interior Space

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

Minimum Center Clearance: Provide a 20-foot clear height at the center of the building width and extending the length of the building. This clearance shall be maintained in an area at least 18 feet wide, centered on the entranceways and running the length of the structure.

C.6 Interior Barrier Wall

Provide a suitable interior protective barrier wall conforming to the following:

Barrier wall and supports to be pressure treated wood, complying with B.4. No concrete to be used above grade.

- No matter what type barrier wall is used, exterior braces must be provided to support the wall columns and to support the loads on the wall described below.

Design the barrier wall to resist the weight (i. e., forces) of salt and sand assuming the following loading conditions:

- Salt and sand will be stored to a contained height of 12 feet against the barrier wall.
- The salt and sand will further slope upwards and away from the wall toward a peak or ridge in the center of the building at a 32 degree angle of repose.
- The resulting horizontal force created against the wall will be 0.719 times the weight of the sand and salt.

Wall shall be designed to resist salt and sand load of 100 pcf, to resist a horizontal impact load of 250 lbs., and to resist structural damage from abrasion by salt loading equipment.

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

C.6 Exterior Wall Construction

Provide exterior wall system or components of pressure treated wood as indicated on the drawings to provide a durable weather-resistant barrier, which may be maintained easily by Owner with non-proprietary products readily available for such purpose.

C.7 Doors

Provide one unobstructed rectangular entrance opening at one end of the building, nominal dimensions to be 22' high by 20' wide.

- In each opening, provide an upward acting sectional door (overhead) designed for 20 psf minimum wind load. Supply and install all wood head and jamb framing and blocking as called for by door manufacturer.

- A chain hoist to provide capability for manual operation of each door shall be included.

In the crib wall adjacent to the each overhead door, furnish and install one 3'-0" x 7'-0" exterior grade fiberglass swing-out pass door with jambs and hardware, color as selected by Owner.

C.8 Pipe Bollards

Furnish and install two pipe bollards to be used as door jamb guard posts, minimum 6 inches in diameter and 7 feet in length, consisting of standard weight galvanized steel structural pipe, filled with concrete. Form concrete crown at top of bollard. These shall be embedded in concrete footings, and painted federal safety yellow using rust-inhibitive paint. Paint shall be applied to entire length of pipe, including the joint between pipe and footing.

C.9 Roofing System

Install felt underlayment on roof deck not covered by self-adhering sheet underlayment.

Install metal flashings according to recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

C.10 Ventilation

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

C.11 Electrical Work

Perform all electrical work per applicable codes and shall be inspected and approved by the local building department. Coordinate the power supply to the salt storage building. The metal building contractor shall bring power to a termination point near the south side of the building entrances. The salt storage building contractor shall extend electrical conduit from the termination point to the power breaker panel located within the salt storage building. Locate the electrical panel in compliance with proper clearances in compliance with all applicable codes on the interior face of the building wall.

C.12 Testing

Testing for all materials shall be in accordance to the pertinent section of the standard specifications and performed by the contractor.

The contractor shall also provide maintenance and service information for the principal components of the salt storage building.

C.13 Warranty Work

Perform warranty work during the three-year warranty period at no additional cost to the department or county. Warranty work consists of remedial work and elective/preventive maintenance. Maintain insurance for performing warranty work as specified in standard spec 107.26 throughout the warranty period.

During warranty work operations, traffic control will be as specified in standard spec 643 and all will conform to Part 6 of the Wisconsin Manual on Uniform Traffic Control Devices.

The contractor shall document all warranty work performed and annually provide this information to the county.

If warranty work causes damage to the Salt Storage Building and all associated components, repair or replacement of the damage will be the responsibility of the contractor. Use replacement materials of the same kind specified in the original contract unless mutually agreed otherwise by the engineer and the contractor.

All warranty work including, but not limited to, remedial work and elective/preventive maintenance shall require a permit from the county. The county will provide contact information for obtaining a permit to the contractor.

Document all warranty work performed. Use the department's form DT2305 to provide this information to the county each time work is performed on a warranty project.

C.14 Remedial Work

Remedial work will be based on the result of manual surveys or evaluations. Perform remedial work in the same calendar year that the distresses were recorded. Remedial work to be performed and materials to be used will be the joint decision of the contractor and the engineer.

The contractor will have the first option to perform the remedial work. If, in the opinion of the engineer, the problem requires immediate attention for the safety of the public, and the contractor cannot perform the remedial work within eight hours, the engineer may have the remedial work performed by other forces and at the contractor's expense.

Remedial work performed by other forces will not alter the requirements, responsibilities, or obligations of the warranty.

If remedial action work or elective/preventive action work performed by the contractor necessitates a corrective action to other components of the Salt Storage Building, then such corrective action will be the responsibility of the contractor.

D Measurement

The department will measure Salt Storage Building as a single lump sum 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.0105.02	Salt Storage Building	LS

Payment is full compensation for designing the high-gambrel arch building; for excavating wall footing; providing all items in this special provision, including, but not limited to the footing/foundation, wall, steel reinforcement, prefabricated structure, roofing, doors, all electrical materials and components, including underground wiring and conduit; for fabricating, including all cutting, preparing, welding and coating; for installing, transporting, erecting and testing all necessary items; for obtaining all necessary permits; for providing electrical service; for the warranty and warranty bond; for performing warranty work; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

33. Survey Salt Storage Site, Item SPV.0105.03.**A Description**

Perform work conforming to standard spec 105.6 and 650.

This special provision describes modifying standard specs 105.6 and 650 to define the requirements for construction staking for the salt storage site.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this site. Obtain engineer's approval prior to performing all survey required to layout and construct the work for the site.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, shed and garage layout, pavement, , supplemental control, slope stakes, water connections, sanitary connections, electrical connections, and all other staking necessary.

The department may choose to perform quality assurance surveys during the project. These quality assurance surveys do not relieve the responsibility for performing all survey work required to layout and construct the work under this contract.

Delete standard spec 650.1.

B (Vacant)

C Construction

Conform to standard spec 650.3.

D Measurement

Replace standard spec 650.4 with the following:

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

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Survey Salt Storage Site	LS

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

34. Grading Salt Storage Site, Item SPV.0105.04.**A Description**

This special provision describes grading for the salt storage site in accordance to standard specs 205 and 208.

B Materials

Use materials that conform to standard specs 205.2 and 208.2.

C Construction

Conform to standard spec 205.3 and 208.3.

D Measurement

The department will measure Grading Salt Storage Site as a single lump sum 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.0105.04	Grading Salt Storage Site	LS

Payment is full compensation for excavation; providing borrow materials; for furnishing all clearing, grubbing, sloping, shaping, trimming, loading, hauling, placing; compacting; disposing of surplus and unsuitable materials; and for salvaging, stockpiling, rehandling, and spreading salvaged materials for covering the surface of excavated areas within borrow sites.

35. Brine Storage and Dispensing System, Item SPV.0105.05.

A Description

This special provision describes providing and installing a brine storage and dispensing system consisting of two 1,500 gallon brine storage tanks and a 1/2 hp dispensing pump and associated electrical work.

The system shall be self-contained with no potable water being provided to the area of the tanks. The pump shall be wired into a panel located in the salt storage building.

The brine storage and dispensing system will be located on a newly developed site for the Wisconsin Department of Transportation to be used by the Dodge County Highway Department. The site also includes an approximately 3,900 sf salt storage shed and a metal vehicle storage building. The brine storage and dispensing system shall be located at the north-west corner of the salt storage building. Construction activities will be ongoing for the salt storage shed concurrent with the construction of the metal vehicle storage building. The brine storage and dispensing contractor shall coordinate with the salt storage shed contractor and the roadway resurfacing contractor for site access and usage.

The owner reserves the right to consider bids for structures varying in minor respects from any specific requirements specified herein, but judged to meet the intent of this specification.

Definitions:

- The term "owner" means Wisconsin Department of Transportation.
- The term "contractor" means the lowest responsible bidder awarded the contract for the work.

A.1 Quality Assurance

Materials:

Contractor shall provide materials that have a proven performance record, and shall be responsible for all products, components, accessories, and methods used in constructing the building.

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

- American Institute of Steel Construction (AISC)
- American Concrete Institute (ACI)
- American Institute of Timber Construction (AITC)
- American Iron and Steel Institute (AISI)
- American Plywood Association (APA)
- American Softwood Lumber Standard: U. S. Department of Commerce PS-20

A.2 Submittals

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

Provide all pertinent shop drawings, structural design information and submittals to the engineer and representative of the owner and Dodge County Highway Department prior to ordering and installing any materials required for the work. The engineer, owner, and representative of the Dodge County Highway Department must review all materials, design information and submittals prior to the contractor ordering and installing any materials required for the work. The required shop drawings include, but are not limited to:

- Letter of Design Certification, signed and sealed by a qualified professional engineer including the following:
 - Name and location of the project.
 - Order number.
 - Name of manufacturer.
 - Name of contractor.
 - Building dimensions including width, length, and roof slope.
 - Governing building code and year of edition.
 - Design loads (dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration and auxiliary loads.
 - Load combinations (indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code).
 - Building-use category (indicate category of building use and its effect on load importance factors).
 - Delegated-Design Submittal: For metal building systems indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.
 - Product Data: For each type of building system component.
 - Shop Drawings: For metal building system components (include plans, elevations, sections, details, and attachments to other work) including:
 - Concrete footings and foundations.
 - Concrete Mix designs and other submittals required by ACI 301.
 - Steel reinforcement.
 - Metal plates and fasteners.
 - Wood products.
 - Metal roof panels.
 - Wall systems.
 - Flashings.
 - Barrier walls.

- Doors and frames.
- Electrical and lighting systems.
- Site work.
- Accessories.
- Plumbing Submittals
- Insulation
- Valves
- Drains
- Plumbing equipment

A.3 Warranty

The necessary warranty period for the system shall be a minimum of two years unless superseded by other warranties.

The necessary warranty bond for the system will be in effect for the entire two year warranty period. The bonding company must have an A.M. Best rating of “A-“ or better and the contractor shall provide proof of a two year bond commitment before execution of contract.

The warranty bond will be \$2,000 for the warranted system. The bond will insure the proper and prompt completion of required warranty work for the duration of the warranty period, including payments for furnishing all labor, equipment and materials used according to this specification.

A.4 Code Compliance

Build the system in conformance with all applicable codes. The contractor is responsible to submit the design for any required review prior to commencement of construction and to execute the construction of the system so as to achieve compliance.

A.5 Installation and Erection

Provide all required footings, foundations, and/or other required substructures or supports at the required elevations on properly prepared subgrade, as required for the support of the brine storage tank and pump.

- Foundations shall be of size and depth required to resist frost action.
- Bid prices shall include the cost of foundations appropriately designed to support the proposed equipment.

B Materials

Furnish complete brine storage and dispensing system.

- Tank size: (2) 1,500 Gallon tanks
- Pump size: 1/2 hp, 1750 RPM, 115volt, single phase

B.1 Plot Plan

Furnish to all subcontractors a plot plan showing the proposed location of the brine storage and dispensing system including distances from lot lines and encumbrances on the site such as other buildings/structures and lay-down areas utilized by the roadway resurfacing

contractor, salt shed contractor and metal vehicle storage garage. The metal building contractor shall coordinate with the salt storage contractor and roadway resurfacing contractor for staging areas. All bidders are invited to inspect the site prior to bidding.

B.2 Earthwork and Foundation Excavation

The roadway resurfacing contractor or the vehicle storage garage contractor shall prepare the site for the buildings so that the grade within the building area is level to within plus or minus 2", and so that the grade of the surrounding area slopes away from the buildings in all directions sufficiently to ensure proper drainage. The brine storage and dispensing contractor shall excavate and backfill to original grade for any foundation footings needed for the brine storage tanks or pump.

B.3 Asphalt Paving

Asphalt paving shall be the responsibility of the roadway resurfacing contractor and is not part of brine storage contract.

B.5 Building Products

The following minimum required standards shall be met for the products listed:

B.7 Plumbing Products

General:

- Comply with requirements of the state of Wisconsin plumbing code regarding materials and installation.
- All products and materials used are to be new, undamaged, clean and in good condition.
- Identification
- Label all new water piping with minimum 1" high letters.
- Snap-around markers: one-piece, preformed, vinyl construction, snap-around pipe markers with applicable labeling, 3/4" min. Size for lettering. Provide nylon ties on each end of pipe marker.
- Valve tags: round brass tags with 1/2 inch numbers, 1/4 inch system identification abbreviation, 1-1/4 inch minimum diameter, with brass jack chains or brass "s" hooks around the valve stem, available from emed co., seton name plate company, or w.h. brady.

Piping:

Brine handling:

- As indicated on the drawings.

Valves:

- As indicated on the drawings.

Plumbing specialties:

- As indicated on the drawings.

Plumbing fixtures:

- As indicated on the drawings.

Plumbing equipment:

- As indicated on the drawings.

B.8 Electrical

Provide power to the brine storage pump and furnish and install all and other electrical equipment needed for its operation.

C Construction

Provide construction execution in compliance with the following:

C.1 System Performance for Brine Storage/Dispensing System

Capacity: (2) 1,500 gallon tanks

Pump size: 1/2 hp

C.2 Pipe Bollards

Furnish and install two pipe bollards to be used as system protection, minimum 6 inches in diameter and 7 feet in length, consisting of standard weight galvanized steel structural pipe, filled with concrete. Form concrete crown at top of bollard. These shall be embedded in concrete footings, and painted federal safety yellow using rust-inhibitive paint. Paint shall be applied to entire length of pipe, including the joint between pipe and footing.

C.3 Plumbing Work

- Install plumbing fixtures in accordance to manufacturer's instructions. Set level and plumb. Secure in place to counters, floors and walls providing solid bearing and secure mounting. Bolt fixture carriers to floor and wall. Secure rough-in fixture piping to prevent movement of exposed piping.
- Test fixtures and equipment to demonstrate proper operation. Replace malfunctioning units or components. Adjust valves for intended water flow rate to fixtures without splashing, noise or overflow.
- Protect fixtures during construction. At completion clean plumbing fixtures and trim using manufacturer's recommended cleaning methods and materials.

C.4 Electrical Work

Perform all electrical work per applicable codes and all work shall be inspected and approved by the local building department. Coordinate the power supply to the brine storage equipment. The main site contractor shall bring power to a termination point near the north side of the salt shed entrance. The salt storage building contractor shall extend electrical conduit from the termination point to the power breaker panel located within the salt storage building. Brine system contractor shall extend electrical service from this panel to the brine system pump. Locate all electrical panels in compliance with proper clearances in compliance with all applicable codes on the interior face of the building wall.

C.5 Testing

Testing for all materials shall be in accordance to the pertinent section of the standard specifications and performed by the contractor.

The contractor shall also provide maintenance and service information for the principal components of the salt storage building.

C.6 Warranty Work

Perform warranty work during the two-year warranty period at no additional cost to the department or county. Warranty work consists of remedial work and elective/preventive maintenance. Maintain insurance for performing warranty work as specified in standard spec 107.26 throughout the warranty period.

During warranty work operations, traffic control will be as specified in standard spec 643 and all will conform to Part 6 of the Wisconsin Manual on Uniform Traffic Control Devices.

The contractor shall document all warranty work performed and annually provide this information to the county.

If warranty work causes damage to the Salt Storage Building and all associated components, repair or replacement of the damage will be the responsibility of the contractor. Use replacement materials of the same kind specified in the original contract unless mutually agreed otherwise by the engineer and the contractor.

All warranty work including, but not limited to, remedial work and elective/preventive maintenance shall require a permit from the county. The county will provide contact information for obtaining a permit to the contractor.

Document all warranty work performed. Use the departments form DT2305 to provide this information to the county each time work is performed on a warranty project.

C.7 Remedial Work

Remedial work will be based on the result of manual surveys or evaluations. Perform remedial work in the same calendar year that the distresses were recorded. Remedial work to be performed and materials to be used will be the joint decision of the contractor and the engineer.

The contractor will have the first option to perform the remedial work. If, in the opinion of the engineer, the problem requires immediate attention for the safety of the public, and the contractor cannot perform the remedial work within eight hours, the engineer may have the remedial work performed by other forces and at the contractor's expense.

Remedial work performed by other forces will not alter the requirements, responsibilities, or obligations of the warranty.

If remedial action work or elective/preventive action work performed by the contractor necessitates a corrective action to other components of the Salt Storage Building, then such corrective action will be the responsibility of the contractor.

D Measurement

The department will measure Brine Storage and Dispensing System 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.0105.05	Brine Storage and Dispensing System	LS

Payment is full compensation for the brine storage and dispensing system; for excavating any required footings; providing all items in this special provision, including, but not limited to the footing/foundation, tanks, pump, all plumbing materials and components, all electrical materials and components, including underground wiring and conduit; for fabricating, including all cutting, preparing, welding and coating; for installing, transporting, erecting and testing all necessary items; for obtaining all necessary permits; for the warranty and warranty bond; for performing warranty work; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

36. Utilities Salt Storage Site, Item SPV.0105.06.

A Description

This special provision describes utility permits and construction from the street connections to the buildings at the salt storage site as shown on the plans and hereinafter provided. Utilities will include gas, electric, water, and sanitary.

Send a service application to WE Energies at least 6-8 weeks in advance of anticipation of needing services. These applications are available online or at any service center.

Coordinate with Brian Koll, Village of Lomira, at briankolol@lomiragov.com or (920) 269-8155 for water and sanitary.

Coordinate with Pat Gavinski, WisDOT SW Region at (308) 243-5983 or Patrick.gavinski@dot.wi.gov, for required owner information for the permits. Allow two weeks for coordination with WisDOT.

B Materials

Provide materials that conform to the Standard Specifications for Sanitary Sewer and Water in Wisconsin, National Electrical Code (NEC), the gas utility code, the International Fuel and Gas Code (IFGC) and the International Building Code.

C Construction

Conform to the Standard Specifications for Sanitary Sewer and Water in Wisconsin, National Electrical Code (NEC), the gas utility code, the International Fuel and Gas Code (IFGC) and the International Building Code.

D Measurement

The department will measure Utilities Salt Storage site 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.0105.06	Utilities Salt Storage Site	LS

Payment is full compensation for coordination with WisDOT, utility companies, and the village of Lomira; permit applications and fees for utility hook ups; connections from the street service to the buildings; excavation; borrow; loading, hauling, placing; compacting; disposing of surplus and unsuitable materials; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

37. Removing Asphaltic Surface Milling Second Pass, Item SPV.0180.01.**A Description**

This special provision describes second pass milling in accordance to standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

Supplement standard spec 204.3 with the following:

Where delamination of the remaining asphaltic surface is identified by the engineer after the initial milling pass as identified on the plans, repeat the milling operation to the depth directed by the engineer.

D Measurement

The department will measure Removing Asphaltic Surface Milling Second Pass by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Removing Asphaltic Surface Milling Second Pass	SY

Payment is full compensation for performing milling operations; for hauling and disposing of materials; and all other incidentals required to complete the work.

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 1 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

6. Bidder's Appeal Process

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

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

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

<http://www.dot.wi.gov/business/dbe/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

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

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs
- Ø Participate on advisory and mega-project committees
- Ø Sign up to receive the DBE Contracting Update
- Ø Consider membership in relevant industry or contractor organizations
- Ø 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 standard specifications:

450.3.2.1 General

Replace the entire text with the following effective with the January 2015 letting:

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
 - (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
 - (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.
-

450.5 Payment

Replace the entire text with the following effective with the January 2015 letting:

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
 - (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
 - (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
 - (4) The contractor is responsible for pavement performance. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
-

455.3.2.1 General

Replace paragraphs one and two with the following effective with the January 2015 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the December 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-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.3.4 Cold Weather Paving**460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
- Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

460.4 Measurement

Add paragraph two as follows effective with the January 2015 letting:

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

460.5.1 General

Revise paragraph one as follows effective with the January 2015 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	DOL
460.4000	HMA Cold Weather Paving	TON

460.5.2.2 Disincentive for HMA Pavement Density

Revise paragraph two as follows effective with the January 2015 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.5.2.4 Cold Weather Paving

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

465.2 Materials

Replace paragraph two with the following effective with the December 2014 letting:

- (2) Under the other section 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

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://www.dot.wi.gov/business/civilrights/laborwages/index.htm>

(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://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.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
DODGE 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	32.56	16.99	49.55
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	32.20	21.50	53.70
Fence Erector	22.15	1.73	23.88
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 Waterproofer	29.40	2.49	31.89
Teledata Technician or Installer	21.89	15.00	36.89
Tuckpointer, Caulker or Cleaner	35.25	13.74	48.99
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	14.86	45.46
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	26.87	15.10	41.97
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	26.87	15.10	41.97
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	26.87	15.10	41.97

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	19.00	0.00	19.00
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	21.88	20.12	42.00
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
Railroad Track Laborer	23.46	6.85	30.31

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).	36.72	20.40	57.12
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			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
<p>\$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.</p>			
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With 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.	36.22	20.40	56.62
<p>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.</p>			
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames.	35.72	20.40	56.12
<p>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.</p>			
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	35.46	20.40	55.86

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<p>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.</p> <p>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.</p> <p>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.</p>			
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
<p>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.</p> <p>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.</p>			
Fiber Optic Cable Equipment.	26.69	16.65	43.34

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 2/26/2015	
PROJECT:	
USH 41 LOMIRA VILLAGE, DODGE COUNTY, WI Determination No. 201500723 [Owner Project No. 11070074]	
PROJECT OWNER:	REQUESTER:
LALITHA BALACHANDRAN, PROJECT MANAGER WISCONSIN DEPARTMENT OF TRANSPORTATION 2101 WRIGHT STREET MADISON, WI 537042583	AMANDA ZACHARIAS, PROJECT MANAGER ALFRED BENESCH & COMPANY 1300 WEST CANAL STREET SUITE 150 MILWAUKEE, WI 53233
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;">Web Site: http://dwd.wisconsin.gov/er/</p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 103.49, Wis. Stats.
Issued On: 2/26/2015

DETERMINATION NUMBER: 201500723

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2015. If NOT, You MUST Reapply.

PROJECT NAME: USH 41
PROJECT NO: 11070074

PROJECT LOCATION: LOMIRA VILLAGE, DODGE COUNTY, WI

CONTRACTING AGENCY: WISCONSIN DEPARTMENT OF TRANSPORTATION

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

s. 103.49 (6M) LIABILITY AND PENALTIES.

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

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

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

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40/hr on 6/1/2015; Add \$1.45/hr on 6/6/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.31	18.18	51.49
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.72	16.00	48.72
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): Add \$1.40 on 06/01/2015; Add \$1.45 on 06/06/2016	33.31	18.18	51.49
108	Drywall Taper or Finisher	29.87	17.71	47.58
109	Electrician	33.45	20.32	53.77
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	23.73	11.42	35.15
112	Fire Sprinkler Fitter	36.79	18.81	55.60

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.53	26.75	60.28
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
116	Ironworker	31.50	20.01	51.51
117	Lather	31.40	15.90	47.30
118	Line Constructor (Electrical)	39.50	16.07	55.57
119	Marble Finisher	19.13	0.00	19.13
120	Marble Mason	32.59	17.56	50.15
121	Metal Building Erector	24.25	10.85	35.10
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2015; Add \$1.47/hr on 6/1/2016.	34.44	16.07	50.51
123	Overhead Door Installer	20.00	5.85	25.85
124	Painter	25.75	19.56	45.31
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.11	26.51	56.62
127	Pipeline Fuser or Welder (Gas or Utility)	31.88	20.89	52.77
129	Plasterer	32.33	18.09	50.42
130	Plumber Future Increase(s): Add \$1.55 on 6/1/15; Add \$1.55 on 6/1/16	34.86	16.33	51.19
132	Refrigeration Mechanic Future Increase(s): Add \$1.70 on 6/1/15	41.01	21.54	62.55
133	Roofer or Waterproofing	19.50	10.10	29.60
134	Sheet Metal Worker	36.94	20.22	57.16

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
135	Steamfitter Future Increase(s): Add \$1.55 on 6/1/15; Add \$1.55 on 6/1/16	34.86	16.33	51.19
137	Teledata Technician or Installer	22.25	15.15	37.40
138	Temperature Control Installer	42.95	8.99	51.94
139	Terrazzo Finisher	19.13	0.00	19.13
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher	23.85	17.67	41.52
142	Tile Setter	29.81	17.88	47.69
143	Tuckpointer, Caulker or Cleaner	33.76	17.42	51.18
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.71	47.31
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.90	9.83	31.73

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	32.89	18.96	51.85
203	Three or More Axle	23.49	14.47	37.96
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	23.49	14.47	37.96

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender	24.22	15.12	39.34
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	16.00	8.26	24.26
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.55	14.14	35.69
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.82	14.16	32.98
314	Railroad Track Laborer	17.00	2.71	19.71
315	Final Construction Clean-Up Worker	24.21	18.18	42.39

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.63	53.35
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	35.46	20.40	55.86

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	36.67	19.78	56.45
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	35.42	19.78	55.20
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	34.22	19.78	54.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oilier; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	30.99	19.78	50.77
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	33.12	19.35	52.47
516	Fiber Optic Cable Equipment	28.89	17.95	46.84

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

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	3
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

10/01/2014

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

- A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
 - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

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

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as "the white sheet.")
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

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

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

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

POST THE WHITE SHEET

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

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

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

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

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

November 1, 2014

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

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Frattney St Milwaukee, WI 53212 or 8095 NW 64 th St Miami, FL 33166	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Arnie Christiansen Mason Contractors, LLC	2304 65 th Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/ Deviations</u>
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
Gjolaj, Ded	See, Horizon Bros Painting Corp					
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/ Deviations</u>
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
RRS2 Inc	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					

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

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

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

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

Print the Name of Authorized Officer

Authorized Officer Signature

Date Signed

Corporation, Partnership or Sole Proprietorship Name

Street Address or P O Box

City

State

Zip Code

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

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

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

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

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

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

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

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes). The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

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

MAIL the completed request to:
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
PO BOX 8928, MADISON WI 53708
OR
FAX the completed request to: (608) 267-4592 / **DO NOT e-mail your request.**
Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated February 2014)

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none">1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 16, 2015

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$29.04	14.53	1 & 2 Axles	25.18	18.31
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.....	25.38	18.31
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	28.67	12.55
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	32.65	17.44
Electrician	See Page 3	
Line Construction		
Lineman.....	40.81	32% + 5.00
Heavy Equipment Operator	38.77	32% + 5.00
Equipment Operator.....	32.65	32% + 5.00
Heavy Groundman Driver.....	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	22.45	32% + 5.00
Millwrights (N. of I-94)	25.37	13.53
Painter, Brush	24.50	16.27
Painter, Spray, Structural Steel,Bridges.....	25.50	16.27
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 2, 2015; Modification #1 dated January 16, 2015.

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 16, 2015

<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	\$37.72	\$20.93	(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.	\$36.72	\$20.93
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.	\$37.22	\$20.93	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.	\$36.46	\$20.93
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.	\$36.17	\$20.93
			Group 6: Off - road material hauler with or without ejector.....	\$30.27	\$20.93
			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: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 16, 2015

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	\$29.00	26.5%+ 9.15		
Area 2:				
Electricians.....	30.59	18.43	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:	29.32	28.50% + 9.27		
Area 5	28.96	24.85% + 9.70		
Area 6	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.10	24.95% + 10.41	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	34.82	19.575		
Area 10	29.64	20.54	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 11	32.54	24.07		
Area 12	32.87	19.23	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13	33.93	22.67		
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician	25.63	17.21	Area 14 -	Statewide.
Area 1 -			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

General Decision Number: WI150011 02/27/2015 WI11

Superseded General Decision Number: WI20140011

State: Wisconsin

Construction Type: Building

Counties: Adams, Ashland, Barron, Bayfield, Buffalo, Burnett, Clark, Columbia, Crawford, Dodge, Door, Dunn, Florence, Fond Du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Jackson, Jefferson, Juneau, Kewaunee, Lafayette, Langlade, Lincoln, Manitowoc, Marinette, Marquette, Menominee, Monroe, Oconto, Oneida, Pepin, Polk, Portage, Price, Richland, Rusk, Sauk, Sawyer, Shawano, Taylor, Trempealeau, Vernon, Vilas, Walworth, Washburn, Waupaca, Waushara and Wood Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	02/06/2015
3	02/27/2015

ASBE0019-002 06/01/2014

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAULK, VERNON, AND WALWORTH COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 33.53	26.75

ASBE0034-005 06/01/2014		

BARRON, BUFFALO, DUNN, AND POLK COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coatings, coverings, and finishes to all types of mechanical systems. Does not include asbestos removal).....	\$ 41.30	19.83

ASBE0049-003 06/01/2014ASHLAND, BAYFIELD, BURNETT, IRON, PEPIN, SAWYER, AND WASHBURN
COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 26.82	23.80

ASBE0127-002 06/01/2013ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,
JACKSON, KEWAUNEE, LINCOLN, MANITOWOC, MARINETTE, MENOMINEE,
OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR,
TREMPEALEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
Heat and Frost Insulator (Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems; and the application of firestopping material in walls, floors, ceilings).....	\$ 29.54	20.38

ASBE0205-005 06/01/1998ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,
JACKSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE,
MENOMINEE, OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO,
TAYLOR, TREMPPEALEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material		

handler (Includes
preparation, wetting,
stripping, removal, scrapping
vacuuming, bagging and
disposing of all insulation
materials from mechanical
systems whether they contain
asbestos or not).....\$ 16.56 3.10

ASBE0205-008 06/01/1999

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAULK, VERNON,
AND WALWORTH COUNTIES

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming,
bagging and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)...\$ 16.55 3.45

ASBE0205-012 05/01/1998

ASHLAND, BAYFIELD, BURNETT, IRON, PEPIN, SAWYER, AND WASHBURN
COUNTIES

Rates Fringes

HAZARDOUS MATERIAL HANDLER
(Includes preparation,
wetting, stripping, removal,
scrapping, vacuuming,
bagging and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)...\$ 19.72 3.69

ASBE0205-013 05/01/1998

BARRON, BUFFALO, AND POLK COUNTIES

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming,
bagging and disposing of all
insulation materials from

mechanical systems whether
they contain asbestos or not)...\$ 19.72 3.69

BOIL0107-001 01/01/2013

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 31.09	27.11
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-003 06/01/2012

CRAWFORD, JUNEAU, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
Bricklayer & Tile Setter.....	\$ 30.20	17.19

BRWI0002-003 06/01/2013

ASHLAND, BURNETT, IRON, WASHBURN

	Rates	Fringes
BRICKLAYER		
Bricklayer, Tile Setter.....	\$ 30.28	18.42
Cement Mason/Concrete Finisher.....	\$ 33.56	15.51

BRWI0002-004 06/01/2013

BAYFIELD COUNTY

	Rates	Fringes
BRICKLAYER		
Bricklayer & Tile Setter....	\$ 30.28	18.42

BRWI0003-001 06/01/2013

DOOR, KEWAUNEE, FLORENCE, FOND DU LAC, GREEN LAKE, MANITOWOC,
MARINETTE, MARQUETTE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA
COUNTIES

	Rates	Fringes
BRICKLAYER		
Bricklayer, Cement Mason, Tile Setter.....	\$ 30.85	17.85

BRWI0004-003 06/01/2013

WALWORTH COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 35.11	18.58

CEMENT MASON/CONCRETE FINISHER...	\$ 32.36	18.58
TILE SETTER.....	\$ 28.21	18.58

BRWI0006-001 06/01/2013

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MENOMINEE, ONEIDA,
PORTAGE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER		
Bricklayer, Cement		
Mason, Tile Setter.....	\$ 32.14	16.56

BRWI0006-004 06/01/2013

PRICE COUNTY

	Rates	Fringes
Bricklayer & Tile Setter.....	\$ 32.14	16.56

BRWI0007-003 06/01/2013

GREEN AND LAFAYETTE COUNTIES

	Rates	Fringes
Bricklayer & Tile Setter.....	\$ 32.14	18.25

BRWI0013-003 06/01/2012

GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 32.01	17.05
Tile Layer.....	\$ 29.71	16.20

BRWI0019-004 06/01/2012

BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND
WASHBURN (Southern half) COUNTIES

	Rates	Fringes
BRICKLAYER		
Bricklayer, Cement Mason,		
Tile Layer.....	\$ 30.42	16.97

BRWI0019-005 06/01/2012

SAWYER COUNTY

	Rates	Fringes
Bricklayer & Tile Setter.....	\$ 30.42	16.97

BRWI0021-001 06/01/2013

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER		
Bricklayer, Cement Mason,		
Tile Layer.....	\$ 32.59	17.80

BRWI0034-001 06/01/2013

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER		
Bricklayer, Cement Mason,		
Tile Layer.....	\$ 32.29	18.10

CARP0087-003 05/01/2009

BURNETT (West of highway 48) AND POLK (West of Highways 35, 48 & 65) COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall		
Hanging, Acoustical work).....	\$ 31.79	16.10

CARP0252-005 07/02/2012

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BUFALO, BURNETT (East of Hwy 48), CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, FLORENCE (Except area bordering Michigan), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, KEWAUNEE, LAFAYETTE, MANITOWOC, MARINETTE (Except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, POLK (East of Hwy 35, 48, 65), PORTAGE, PRICE, RICHLAND, RUSK, SAUK, SAWYER, SHAWANO, TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall		
Hanging, Acoustical work).....	\$ 30.48	15.80
MILLWRIGHT.....	\$ 32.11	15.80

CARP0252-009 07/02/2012

ASHLAND COUNTY

	Rates	Fringes
CABINET INSTALLER (Including		
Drywall Hanging & Acoustical		
Work).....	\$ 30.48	05.80
MILLWRIGHT.....	\$ 32.11	15.80

 CARP0361-006 07/11/2011

BAYFIELD COUNTY (West of Hwy 63)

	Rates	Fringes
Carpenters: (Including Drywall Hanging, Acoustical work).....	\$ 27.20	14.75

CARP1348-006 07/01/2012

BAYFIELD COUNTY (Western 1/3)

	Rates	Fringes
MILLWRIGHT.....	\$ 30.70	16.06

ELEC0014-001 06/01/2014

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(Except Colby, Fremont, Lynn, Maryville, Sherman, Sherwood,
Unity), CRAWFORD, DUNN, GRANT, IRON, JACKSON, MONROE, PEPIN,
POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR, TREMPPEALEAU,
VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.59	18.43

ELEC0014-005 06/01/2014

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 22.50	12.72

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area
networks), and ISDN (integrated systems digital network).

ELEC0158-007 06/02/2014

DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE (Wausuakee 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

	Rates	Fringes
Electricians:.....	\$ 29.32	28.50% + 9.27

 ELEC0159-001 06/02/2014

COLUMBIA, DODGE (West of Hwy 26 except Chester and Emmet Twps),
 GREEN LAKE COUNTY (Except Townships of Berlin, Seneca & St.
 Marie), IOWA, MARQUETTE COUNTY (Except Townships of Neshkoka,
 Crystal Lake, Newton, and Springfield), AND SAUK COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.82	19.575

ELEC0219-006 05/30/2011

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
 Florence and Homestead) AND MARINETTE COUNTY (Township of
 Niagara)

	Rates	Fringes
ELECTRICIAN		
Electrical contracts over		
\$130,000.....	\$ 29.41	16.97
Electrical contracts under		
\$130,000.....	\$ 27.21	16.89

ELEC0388-004 06/01/2013

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,
 Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARINETTE
 (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a
 line 6 miles West of the West boundary of Oconto County),
 ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.96	24.85% + 9.70

ELEC0494-010 06/01/2014

DODGE COUNTY (Area East of Hwy 26 including all of Chester
 Township, but excluding Emmet Township), FOND DU LAC (except
 Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.64	20.54

ELEC0494-014 06/01/2012

DODGE (Area East of Hwy 26 including Chester Twp but excluding
 Emmet Twp), FOND DU LAC (Except Waupun), AND MANITOWOC
 (Schleswig) COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 24.75	16.04

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-001 06/02/2014

GREEN LAKE (N. Part including Twps of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Twps of Crystal Lake, Neshkoro, Newton, and Springfield), WAUPACA, AND WAUSHARA COUNTIES,

	Rates	Fringes
ELECTRICIAN.....	\$ 29.00	26.%+9.15

ELEC0890-005 06/01/2014

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, AND WALWORTH COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.10	24.95% + \$10.41

* ENGI0139-004 06/01/2014

	Rates	Fringes
OPERATOR: Power Equipment		
(1) Cranes, Tower Cranes		
with or w/o attachments		
over 100 tons; Cranes,		
tower Cranes with boom,		
leads and or jib length		
176 ft or longer.....	\$ 36.67	19.50
(2) Cranes, Tower Cranes		

with or w/o attachments		
100 tons or less; Cranes,		
Tower Cranes with boom,		
leads, and or jib lengths		
175 ft or less.....\$ 35.42		19.50
(3) Travelling Crane		
(bridge type).....\$ 34.22		19.50
(4) Hydraulic Crane, 10		
tons or less.....\$ 33.69		19.50
(6) Forklift.....\$ 30.99		19.50

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

IRON0008-012 06/01/2013CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE,
OCONTO, OUTAGAMI, SHAWANO AND WALWORTH (Northeastern part)
COUNTIES

	Rates	Fringes
IRONWORKER.....\$ 28.72		23.47

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.-----
IRON0383-004 06/01/2013ADAMS, COLUMBIA, CRAWFORD, DODGE, FLORENCE, FOREST, GRANT,
GREENE (Except S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU,
LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE,
PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD
COUNTIES

	Rates	Fringes
IRONWORKER.....\$ 31.50		20.03

IRON0498-007 06/01/2008

GREEN (S.E. 1/3) AND WALWORTH (Except N.E. part) COUNTIES

	Rates	Fringes
IRONWORKER.....\$ 34.34		25.72

IRON0512-009 06/09/2013BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK,
TAYLOR AND TREMPLEAU COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 34.15 22.05

IRON0512-023 06/09/2013

ASHLAND, BAYFIELD, BURNETT, IRON, LINCOLN, ONEIDA, PRICE,
SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.34	22.05

LABO0140-003 06/03/2013

BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND,
TREMPEALEAU (Southern part), AND VERNON COUNTIES

	Rates	Fringes
Laborer, General.....	\$ 24.23	14.53
Laborer: Asbestos/hazardous material remover (Preparation, Removal and Encapsulation of Hazardous Materials from Non-Mechanical Systems).....	\$ 24.16	13.43

NOTE: Mason Tender \$.25 over general laborer scale; Pipelayer
\$1.00 over general laborer scale

LABO0268-001 06/03/2013

AREA 1: BARRON, CLARK (West 1/3), DUNN, PEPIN, POLK, RUSK
TAYLOR (West 1/3)

AREA 2: CLARK (East 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE,
TAYLOR (East 2/3), VILAS, WOOD

AREA 3: BURNETT, IRON, SAWYER, WASHBURN

	Rates	Fringes
Laborer, General		
Area 1.....	\$ 24.23	14.53
Area 2.....	\$ 23.48	14.53
Area 3.....	\$ 22.63	14.53
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems)		
Area 1.....	\$ 24.16	13.43
Area 2.....	\$ 23.41	13.43
Area 3.....	\$ 22.56	13.43

NOTE: Mason Tender \$.25 over general laborer. Burnett, Iron,
Sawyer & Washburn \$.70 over general laborer.

LABO0330-001 06/03/2013

DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,
KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO,
PORTAGE, SHAWANO, WAUPACA, WAUSHARA

	Rates	Fringes
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems).....	\$ 23.41	13.43
Laborers, General.....	\$ 23.48	14.53

NOTE: Mason Tender \$.25 over general laborer.

LABO0464-005 06/03/2013

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND
WALWORTH COUNTIES

	Rates	Fringes
Laborer, General		
Adams County.....	\$ 23.46	14.53
Remaining Area.....	\$ 24.21	14.53
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous Materials from Non-mechanical Systems)		
Adams County.....	\$ 23.39	13.43
Remaining Area.....	\$ 24.14	13.43

LABO0464-008 06/02/2008

	Rates	Fringes
Landscape Laborer.....	\$ 12.91	10.02

LABO1091-001 06/01/2014

BAYFIELD (West of County Trunk A including the Iron River
National Fish Hatchery and Great Lakes Transmission Co.,
Station 6) COUNTY

	Rates	Fringes
Laborer, General.....	\$ 22.17	15.19
Laborer: Asbestos/hazardous		

material remover
 (Preparation, Removal,
 Encapsulation of Hazardous
 materials from Non-mechanical
 Systems).....\$ 22.17 15.19

 LAB01091-002 06/01/2014

ASHLAND & BAYFIELD (East of County Trunk A exclusive of the
 Iron River National Fish Hatchery and Great Lakes Transmission
 Co., Station 6) COUNTIES

	Rates	Fringes
Laborer, General.....	\$ 20.72	15.19
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems).....	\$ 20.72	15.19

 PLAS0599-003 07/01/2012

PEPIN COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.80	18.10
PLASTERER.....	\$ 31.56	18.18

 PLAS0599-007 06/01/2013

BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND,
 TREMPPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.85	18.10
PLASTERER.....	\$ 29.67	17.03

 PLAS0599-011 06/01/2014

GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.15	16.78
PLASTERER.....	\$ 33.15	16.78

 PLAS0633-046 05/01/2012

BAYFIELD, PRICE, AND SAWYER COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.69	16.30
PLASTERER.....	\$ 30.32	17.05

 PLUM0011-009 05/06/2013

ASHLAND BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 36.27	16.98

PLUM0075-006 06/01/2014

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 38.62	19.57

PLUM0075-008 06/01/2014

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 37.57	17.47

PLUM0118-003 06/01/2013

WALWORTH COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 35.71	19.94

PLUM0400-002 06/02/2014

ADAMS, CALUMET, DODGE (Except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (Except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)		
(1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less.....	\$ 30.40	13.98
(2) All other work.....	\$ 32.99	16.33

PLUM0434-004 06/02/2014

BARRON, BUFFALO, CLARK, CRAWFORD, DUNN, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LANGLADE, LINCOLN, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 35.55	16.12

PLUM0601-006 01/01/2013

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 39.26	19.91

PLUM0601-008 06/01/2013

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 42.95	17.54

SHEE0010-031 05/01/2008

ASHLAND, BAYFIELD AND IRON COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 27.53	14.61

SHEE0018-003 06/01/2011

FOND DU LAC AND MANITOWOC COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 31.88	17.40

SHEE0018-004 06/01/2011

ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 29.24	19.79

SHEE0018-014 06/01/2011

DODGE AND JEFFERSON COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC work).....	\$ 37.20	17.01
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SHEE0018-015 09/01/2010

WALWORTH COUNTY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC work).....	\$ 31.85	22.50

SHEE0018-017 06/01/2011

GREEN COUNTY

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 32.75	20.36

SHEE0018-018 05/29/2011

LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		
Contracts \$120,000 or less..	\$ 20.57	11.60
Contracts over \$120,000.....	\$ 27.54	19.51

SHEE0018-022 05/29/2011

BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPLEAU, AND WASHBURN COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 28.43	18.80

SHEE0018-023 06/01/2011

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 34.23	20.19

SHEE0018-024 06/01/2011

CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Including HVAC work).....	\$ 27.55	16.54

TEAM0346-003 05/01/2013

ASHLAND, BAYFIELD, BURNETT, SAWYER & WASHINGTON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 Axle Trucks.....	\$ 27.42	14.986

TEAM0662-002 06/01/2014

ADAMS, BARRON, BUFFALO, CLARK , DOOR, DUNN, JACKSON, JUNEAU,
KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MENOMINEE, OCONTO,
ONEIDA, PEPIN, POLK, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR,
TEMPEALEAU, WAUPACA & WOOD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 Axle Trucks.....	\$ 27.46	15.2175

SUWI2002-001 01/23/2002

	Rates	Fringes
Fence Installers.....	\$ 15.00	2.37
GLAZIER.....	\$ 20.21	1.86
Painters:		
Brush & Roller (Excluding		
Drywall Finishing).....	\$ 14.64	2.55
Spray.....	\$ 13.72	2.25
Power Equipment Operator		
Backhoe.....	\$ 17.454	7.61
Excavator.....	\$ 17.37	7.45
Front End Loader.....	\$ 23.36	4.61
ROOFER.....	\$ 15.52	3.21
TRUCK DRIVER (3-Axle).....	\$ 15.28	4.78

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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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
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

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

SECTION 0001 Contract Items

0010	201.0120 Clearing	62.000 ID	.		.	
0020	201.0220 Grubbing	62.000 ID	.		.	
0030	204.0100 Removing Pavement	10,600.000 SY	.		.	
0040	204.0105 Removing Pavement Butt Joints	410.000 SY	.		.	
0050	204.0115 Removing Asphaltic Surface Butt Joints	8,920.000 SY	.		.	
0060	204.0120 Removing Asphaltic Surface Milling	277,000.000 SY	.		.	
0070	204.0165 Removing Guardrail	2,950.000 LF	.		.	
0080	204.0220 Removing Inlets	34.000 EACH	.		.	
0090	204.9060.S Removing (item description) 01. Endwall	31.000 EACH	.		.	
0100	205.0100 Excavation Common ***	3,523.000 CY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	208.0100 Borrow ***P**	26,192.000 CY	.		.	
0120	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 1107-00-74	LUMP	LUMP		.	
0130	211.0400 Prepare Foundation for Asphaltic Shoulders	470.000 STA	.		.	
0140	213.0100 Finishing Roadway (project) 01. 1107-00-74	1.000 EACH	.		.	
0150	305.0110 Base Aggregate Dense 3/4-Inch	7,140.000 TON	.		.	
0160	305.0120 Base Aggregate Dense 1 1/4-Inch	5,300.000 TON	.		.	
0170	305.0500 Shaping Shoulders	1,549.000 STA	.		.	
0180	312.0110 Select Crushed Material	5,950.000 TON	.		.	
0190	390.0403 Base Patching Concrete Shes	7,320.000 SY	.		.	
0200	416.0180 Concrete Driveway 8-Inch	230.000 SY	.		.	
0210	416.0610 Drilled Tie Bars	4,830.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	416.0620 Drilled Dowel Bars	24,140.000 EACH	.		.	
0230	416.1715 Concrete Pavement Repair SHES	1,660.000 SY	.		.	
0240	416.1725 Concrete Pavement Replacement SHES	1,480.000 SY	.		.	
0250	420.1000.S Concrete Pavement Continuous Diamond Grinding	62,900.000 SY	.		.	
0260	440.4410.S Incentive IRI Ride	40,990.000 DOL	1.00000		40990.00	
0270	455.0105 Asphaltic Material PG58-28	1,595.000 TON	.		.	
0280	455.0120 Asphaltic Material PG64-28	1,618.000 TON	.		.	
0290	455.0605 Tack Coat	7,468.000 GAL	.		.	
0300	460.1100 HMA Pavement Type E-0.3	6,300.000 TON	.		.	
0310	460.1101 HMA Pavement Type E-1	1,313.000 TON	.		.	
0320	460.1130 HMA Pavement Type E-30	50,700.000 TON	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20150414003

1107-00-74

WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	460.2000 Incentive Density HMA Pavement	37,330.000 DOL	1.00000		37330.00	
0340	460.4000 HMA Cold Weather Paving	3,000.000 TON	.		.	
0350	460.4110.S Reheating HMA Pavement Longitudinal Joints	54,600.000 LF	.		.	
0360	465.0400 Asphaltic Shoulder Rumble Strips	151,000.000 LF	.		.	
0370	520.1012 Apron Endwalls for Culvert Pipe 12-Inch	2.000 EACH	.		.	
0380	521.0112 Culvert Pipe Corrugated Steel 12-Inch	3.500 LF	.		.	
0390	521.0124 Culvert Pipe Corrugated Steel 24-Inch	1,000.000 LF	.		.	
0400	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	4.000 EACH	.		.	
0410	522.0112 Culvert Pipe Reinforced Concrete Class III 12-Inch	209.000 LF	.		.	
0420	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	160.000 LF	.		.	
0430	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	15.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	EACH 1.000	.		.	
0450	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	EACH 11.000	.		.	
0460	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	EACH 3.000	.		.	
0470	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	EACH 2.000	.		.	
0480	601.0411 Concrete Curb & Gutter 30-Inch Type D	LF 455.000	.		.	
0490	602.0405 Concrete Sidewalk 4-Inch	SF 590.000	.		.	
0500	603.1142 Concrete Barrier Type S42	LF 700.000	.		.	
0510	606.0200 Riprap Medium	CY 20.000	.		.	
0520	611.0420 Reconstructing Manholes	EACH 2.000	.		.	
0530	611.0430 Reconstructing Inlets	EACH 3.000	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	611.0612 Inlet Covers Type C	6.000 EACH	.		.	
0550	611.0624 Inlet Covers Type H	2.000 EACH	.		.	
0560	611.0642 Inlet Covers Type MS	64.000 EACH	.		.	
0570	611.3004 Inlets 4-FT Diameter	2.000 EACH	.		.	
0580	611.3901 Inlets Median 1 Grate	28.000 EACH	.		.	
0590	611.3903 Inlets Median 3 Grate	3.000 EACH	.		.	
0600	611.3904 Inlets Median 4 Grate	6.000 EACH	.		.	
0610	614.0220 Steel Thrie Beam Bullnose Terminal	8.000 EACH	.		.	
0620	614.0230 Steel Thrie Beam	650.000 LF	.		.	
0630	614.2300 MGS Guardrail 3	7,012.500 LF	.		.	
0640	614.2500 MGS Thrie Beam Transition	39.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0650	614.2610 MGS Guardrail Terminal EAT	13.000 EACH	.		.	
0660	614.2620 MGS Guardrail Terminal Type 2	12.000 EACH	.		.	
0670	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1107-00-74	1.000 EACH	.		.	
0680	619.1000 Mobilization	1.000 EACH	.		.	
0690	624.0100 Water	25.000 MGAL	.		.	
0700	625.0500 Salvaged Topsoil	105,700.000 SY	.		.	
0710	628.1104 Erosion Bales	10.000 EACH	.		.	
0720	628.1504 Silt Fence	36,310.000 LF	.		.	
0730	628.1520 Silt Fence Maintenance	36,310.000 LF	.		.	
0740	628.1905 Mobilizations Erosion Control	10.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0750	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	.		.	
0760	628.2002 Erosion Mat Class I Type A	34,000.000 SY	.		.	
0770	628.2004 Erosion Mat Class I Type B	116,000.000 SY	.		.	
0780	628.2006 Erosion Mat Urban Class I Type A	3,055.000 SY	.		.	
0790	628.2008 Erosion Mat Urban Class I Type B	992.000 SY	.		.	
0800	628.7005 Inlet Protection Type A	74.000 EACH	.		.	
0810	628.7015 Inlet Protection Type C	2.000 EACH	.		.	
0820	628.7504 Temporary Ditch Checks	1,420.000 LF	.		.	
0830	628.7555 Culvert Pipe Checks	35.000 EACH	.		.	
0840	628.7570 Rock Bags	9.000 EACH	.		.	
0850	629.0210 Fertilizer Type B	100.000 CWT	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0860	630.0120 Seeding Mixture No. 20	4,027.000 LB	.		.	
0870	630.0130 Seeding Mixture No. 30	75.000 LB	.		.	
0880	630.0200 Seeding Temporary	4,120.000 LB	.		.	
0890	631.1100 Sod Erosion Control	19.000 SY	.		.	
0900	633.5200 Markers Culvert End	30.000 EACH	.		.	
0910	634.0410 Posts Wood 4x4-Inch X 10-FT	4.000 EACH	.		.	
0920	634.0622 Posts Wood 4x6-Inch X 22-FT	145.000 EACH	.		.	
0930	635.0200 Sign Supports Structural Steel HS	13,578.700 LB	.		.	
0940	636.0100 Sign Supports Concrete Masonry	25.600 CY	.		.	
0950	636.0500 Sign Supports Steel Reinforcement	1,494.000 LB	.		.	
0960	637.1210 Signs Type I Reflective H	263.000 SF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0970	637.1220 Signs Type I Reflective SH	2,832.000 SF	.		.	
0980	637.2210 Signs Type II Reflective H	1,287.150 SF	.		.	
0990	637.2230 Signs Type II Reflective F	166.000 SF	.		.	
1000	638.2102 Moving Signs Type II	3.000 EACH	.		.	
1010	638.2601 Removing Signs Type I	17.000 EACH	.		.	
1020	638.2602 Removing Signs Type II	131.000 EACH	.		.	
1030	638.3000 Removing Small Sign Supports	156.000 EACH	.		.	
1040	638.3100 Removing Structural Steel Sign Supports	32.000 EACH	.		.	
1050	642.5001 Field Office Type B	1.000 EACH	.		.	
1060	643.0200 Traffic Control Surveillance and Maintenance (project) 01. 1107-00-74	100.000 DAY	.		.	
1070	643.0300 Traffic Control Drums	80,500.000 DAY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150414003PROJECT(S):
1107-00-74FEDERAL ID(S):
WISC 2015175

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1080	643.0420 Traffic Control Barricades Type III	1,580.000 DAY	.		.	
1090	643.0705 Traffic Control Warning Lights Type A	2,220.000 DAY	.		.	
1100	643.0715 Traffic Control Warning Lights Type C	5,200.000 DAY	.		.	
1110	643.0800 Traffic Control Arrow Boards	600.000 DAY	.		.	
1120	643.0900 Traffic Control Signs	3,630.000 DAY	.		.	
1130	643.0910 Traffic Control Covering Signs Type I	30.000 EACH	.		.	
1140	643.0920 Traffic Control Covering Signs Type II	65.000 EACH	.		.	
1150	643.1050 Traffic Control Signs PCMS	170.000 DAY	.		.	
1160	645.0120 Geotextile Fabric Type HR	30.000 SY	.		.	
1170	646.0106 Pavement Marking Epoxy 4-Inch	158,900.000 LF	.		.	
1180	646.0126 Pavement Marking Epoxy 8-Inch	22,600.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1190	646.0406 Pavement Marking Same Day Epoxy 4-Inch	21,460.000 LF	.		.	
1200	646.0790.S Removing Raised Pavement Markers	1,300.000 EACH	.		.	
1210	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	6,410.000 LF	.		.	
1220	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	7,150.000 LF	.		.	
1230	646.0881.S Pavement Marking Grooved Wet Reflective Tape 4-Inch	15,050.000 LF	.		.	
1240	646.0883.S Pavement Marking Grooved Wet Reflective Tape 8-Inch	15,450.000 LF	.		.	
1250	647.0746 Pavement Marking Diagonal Epoxy 24-Inch	1,880.000 LF	.		.	
1260	649.0100 Temporary Pavement Marking 4-Inch	35,000.000 LF	.		.	
1270	649.0300 Temporary Pavement Marking Reflective Tape 4-Inch	22,000.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1280	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	1,400.000 LF	.		.	
1290	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	500.000 LF	.		.	
1300	650.4000 Construction Staking Storm Sewer	79.000 EACH	.		.	
1310	650.4500 Construction Staking Subgrade	2,350.000 LF	.		.	
1320	650.5000 Construction Staking Base	2,350.000 LF	.		.	
1330	650.6000 Construction Staking Pipe Culverts	6.000 EACH	.		.	
1340	650.7500 Construction Staking Concrete Barrier	700.000 LF	.		.	
1350	650.8000 Construction Staking Resurfacing Reference	38,745.000 LF	.		.	
1360	650.9910 Construction Staking Supplemental Control (project) 01. 1107-00-74	LUMP	LUMP		.	
1370	650.9920 Construction Staking Slope Stakes	27,075.000 LF	.		.	
1380	690.0150 Sawing Asphalt	370.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1390	690.0250 Sawing Concrete	46,950.000 LF	.		.	
1400	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	700.000 HRS	5.00000		3500.00	
1410	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	475.000 HRS	5.00000		2375.00	
1420	SPV.0060 Special 01. Terminal High-Tension Cable Guard T1-4	24.000 EACH	.		.	
1430	SPV.0060 Special 02. Abandon Cattle Pass	6.000 EACH	.		.	
1440	SPV.0060 Special 03. Control Structure	2.000 EACH	.		.	
1450	SPV.0060 Special 04. Reconstruct Sanitary Manhole	1.000 EACH	.		.	
1460	SPV.0090 Special 01. High-Tension Cable Guard T1-4 Socketed	39,900.000 LF	.		.	
1470	SPV.0105 Special 01. Metal Vehicle Storage Building	LUMP	LUMP		.	
1480	SPV.0105 Special 02. Salt Storage Building	LUMP	LUMP		.	
1490	SPV.0105 Special 03. Survey Salt Storage Site	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1500	SPV.0105 Special 04. Grading Salt Storage Site	LUMP	LUMP		.	
1510	SPV.0105 Special 05. Brine Storage And Dispensing System	LUMP	LUMP		.	
1520	SPV.0105 Special 06. Utilities Salt Storage Site	LUMP	LUMP		.	
1530	SPV.0180 Special 01. Removing Asphaltic Surface Milling Second Pass	14,700.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE