

HIGHWAY WORK PROPOSALWisconsin Department of Transportation
DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

39

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Sheboygan	4640-06-71	WISC 2015 296	14 th Street, City of Sheboygan Sheboygan River Bridge	STH 28

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

Proposal Guaranty Required, \$ 40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: May 12, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 26, 2016	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10%	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 Concrete pavement, grading, base course, storm sewer, re-deck and widen Structure B-59-33.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4640-06-71, 14th Street, City of Sheboygan, Sheboygan River Bridge, STH 28, Sheboygan 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 (20141107)

2. Scope of Work.

The work under this contract shall consist of concrete pavement, grading, base course, storm sewer, re-deck and widen Structure B-59-33, 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.

Prior to beginning operations under this contract, submit in writing to the engineer and the City of Sheboygan Department of Public Works the proposed schedule of operations for approval. The schedule shall have a start date no earlier than June 15, 2015 to comply with the WisDNR Waterway Marker Permit. In addition, the schedule may not start during the period from 12:01 AM June 24, 2015 through 6:00 AM July 6, 2015.

Complete Stage 1 and Stage 2 construction operations (described below) on 14th Street (STH 28) and Ontario Avenue to the stage necessary to reopen it to through traffic prior to 12:01 AM October 30, 2015. Do not reopen until completing the following work: all construction activities under Stages 1 and 2. During Stage 3, the parapet staining will occur. This will begin at the latest, the following year and shall be completed within 8 consecutive calendar days (and by May 26, 2016).

Replace standard spec 108.10.2.2(1) as follows:

- (1) The engineer will award a time extension for severe weather on calendar day and completion date contracts. Submit a request for severe weather days if the number of adverse weather days, as defined in standard spec 101.3, exceeds the anticipated number of adverse weather days tabulated below.

Total Anticipated Adverse Weather Days for Each Calendar Month^[2]

Jan ^[1]	31	Aug	3
Feb ^[1]	28	Sept	4
Mar ^[1]	31	Oct	5
April	24	Nov 1 through 15	5
May	7	Nov 16 through 30 ^[1]	15
June	4	Dec ^[1]	31
July	4		

^[1] Includes an anticipated winter suspension from November 16 through March 31.

Construction Stages are as follows:

Stage 1; all removals and construction operations associated with 14th Street (STH 28) and the bridge, except Stage 2 and Stage 3 removals and construction operations. Stage 1 operations more generally consist of bridge deck removal, 4 girder replacements, substructure repairs, rip rap placement, cleaning concrete, bridge deck construction, bridge railing, approach excavation and removals, base course, concrete paving, concrete sidewalks, erosion control, restoration, traffic control, marine traffic control, and lighting. This stage does not include construction operations near the 14th Street (STH 28) and Ontario Avenue intersection (Stage 2) necessary to maintain traffic between Erie Avenue and Ontario Avenue, nor does it include the staining of the parapets of the bridge (Stage 3).

Stage 2; all removals and construction operations associated with the 14th Street (STH 28) and Ontario Avenue intersection, except Stage 1 and Stage 3 removals and construction operations. Stage 2 operations will be limited to 2 nighttime closures, and generally consist of work in the immediate area of the 14th Street (STH 28) intersection where traffic was maintained in Stage 1; and more generally includes excavation and removals, base course, and SHES concrete paving.

Stage 3; staining of the parapets. Stage 3 will be completed at the latest, the year after Stages 1 and 2 are completed, and shall be completed within 8 consecutive calendar days (and by May 26, 2016).

If the contractor fails to complete the work necessary (Stages 1 and 2) to reopen 14th Street (STH 28) and Ontario Avenue to through traffic prior to 12:01 AM October 30, 2015, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, October 30, 2015. An entire calendar day will be charged for any period of time within a calendar day that the road

remains closed beyond 12:01 AM. In addition, Stage 2 construction will take place using nightly construction and nightly lane closures on 14th Street and Ontario Avenue as indicated both above and in the “Traffic” article. Note that the “Lane Rental Fee Assessment” article applies during Stage 2 work and will be assessed if necessary and appropriate if the contractor fails to complete Stage 2 construction and reopen any portion of the 14th Street and Ontario Avenue intersection to 2 lanes of traffic within the time restrictions noted under the “Traffic” and Lane Rental Fee Assessment” articles.

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

Migratory Birds

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

The nesting season for swallows and other birds is usually between May 1 and August 30. The City of Sheboygan Department of Public Works and the Sheboygan County Transportation Department Highway Division (see Other Contracts) will work together to install a suitable netting device under the structure prior to May 1st to prevent active nests from becoming established. As soon as the contractor begins work on the structure, the contractor will be required to maintain the netting to prevent the nesting of birds during construction, as well as removing the netting when appropriate and delivering the netting to the Sheboygan County Transportation Department Highway Division located at 1211 N. 23rd Street during normal business hours. Include the cost for maintaining the netting, preventing nesting, removing, and delivering the netting in the cost of Removing Old Structure Over Waterway with Minimal Debris.

Fish Spawning

There shall be no in-stream disturbance of the Sheboygan River as a result of construction activity under or for this contract, from March 1 to June 16 both dates inclusive, in order to avoid adverse impacts upon developing fish eggs and substrate for aquatic organisms.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

4. Traffic.

This project is expected to occur over two construction seasons (2015 and 2016), with the majority of the work occurring during the first construction season. During the first construction season (Stages 1 and 2), 14th Street (STH 28) from just north of Niagara Avenue through Ontario Avenue will be closed to all traffic during construction. The second construction season is anticipated to be necessary for the parapet staining. During the second construction season (Stage 3), 14th Street (STH 28) will remain open to traffic; however single lane closures during daylight hours will occur.

2015 Construction: Stages 1 and 2

14th Street (STH 28) from just north of Niagara Avenue through Ontario Avenue will be closed to all traffic during Stages 1 and 2 of construction. Vehicular traffic will utilize the signed detour. The vehicular detour route consists of Erie Avenue, Kohler Memorial Drive (STH 23), Taylor Drive (CTH TA), and Indiana Avenue (CTH PP). At least 7 days prior to the implementation of the detour, coordinate with Ryan Sazama, (920) 459-3485, regarding potential traffic signal timing changes. The city will adjust traffic signal timing during the detour to best accommodate traffic.

The Urban Recreation Trail, which traverses the project site under the Sheboygan River Bridge, will also be closed to all pedestrian and bicycle traffic during Stages 1 and 2 of construction. A pedestrian and bicycle detour route will be posted along Ontario Avenue, 14th Street, Erie Avenue, N. Water Street, and the Sheboygan Rail Trail.

A Marine Traffic Plan shall be utilized to alert boat traffic and restrict access to portions of the Sheboygan River during bridge removals and bridge construction activities. Three areas of construction are indicated within the construction plans (North Span, Central Span, and South Span). These indicate how marine traffic will be handled, depending on where the bridge work is taking place. During the North Span area construction operations, marine traffic will not be able to use the northern channel under the 14th Street (STH 28) bridge. Instead, marine traffic will utilize at least the southerly half of the main channel, which is located under the Central Span. During the Central Span area construction operations, marine traffic will be able to utilize at least half of the main channel while work proceeds on the other half. During the South Span area construction operations, marine traffic will not be able to use the southern channel under the 14th Street (STH 28) bridge. Instead, marine traffic will utilize at least the northerly half of the main channel.

Navigation of the main river channel must be maintained at all times by keeping at least half the main channel open to boat traffic, unless short term waivers are granted by US Coast Guard. For more information on such coordination, see the “Coordination With US Coast Guard” Article of these Special Provisions.

One lane of southbound and one lane of northbound traffic on 14th Street (STH 28) must be maintained at all times between Erie Avenue and Ontario Avenue. Access to Ontario Avenue from Erie Avenue along 14th Street and from Ontario Avenue to Erie Avenue along 14th Street must be maintained at all times; with the exception of two nighttime closures during Stage 2 construction. The first night closure will be allowed from 8:00 PM until 5:00 AM for one night only in order to construct the first section of the special high early strength concrete portion of 14th Street and Ontario Avenue intersection. The roadway must be reopened to vehicle traffic by 5:00 AM with traffic on the new concrete surface along with a small removal area adjacent to the new concrete surface that has been backfilled and compacted with base aggregate dense. A second nighttime closure will be allowed from 8:00 PM until 5:00 AM for one night only in order to construct the second section of the special high early strength concrete portion of 14th Street and Ontario

Avenue intersection. The roadway must be reopened to vehicle traffic by 5:00 AM with traffic on the new concrete surface.

The right-out driveway at Walgreen's in the northeast quadrant of the project (approximately Station 101+00 RT) must remain open at all times. The right-in driveway at Walgreen's in the northeast quadrant of the project (approximately Station 101+00 RT) will be closed during Stages 1 and 2 of the 2015 construction season.

The right-in/right-out driveway in the southwest quadrant of the bridge (approximately Station 97+00 LT) will also be closed during Stages 1 and 2 of the 2015 construction season. The private driveway located at approximately Station 96+90 RT must remain open at all times.

2016 Construction: Stage 3 (Parapet Staining)

14th Street will be open to through traffic; however single lane closures will be necessary for construction equipment and personnel during the staining of the parapets. The contractor will only be allowed to close one lane at a time during this timeframe, and lane closures will only be allowed during daylight hours when work on the parapets is taking place.

The Urban Recreation Trail will remain open during this timeframe (Stage 2), with signs used in advance of the construction area to notify bike and pedestrian traffic of construction activities.

Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719) seven business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

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

Notify the engineer if there are any changes in the schedule, early completions, or cancellations for scheduled work.

5. Lane Rental Fee Assessment.

A General

The contract designates some lane closures to perform the work during Stage 2. The contractor will incur a Lane Rental Fee Assessment for each lane closure during Stage 2 outside of the designated times of lane closures. The contractor will not incur a Lane Rental Fee Assessment for closure of lanes during the designated times of lane closures. 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.

A total of two nighttime closures will be allowed. The designated times of lane closure are:

- 8:00 PM to 5:00 AM daily

The contractor shall 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, the contractor shall 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:

- \$1,000 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 apply to Stage 2 work only, and will be in effect from the time of the Notice to Proceed until the department issues final acceptance.

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 28 traffic, nor along the Sheboygan River in the area of the project for marine traffic. The STH 28 detour and traffic control devices can remain in effect and be left in place, as can the bouys and signage that was in effect immediately in advance of the holiday for marine traffic. Any barges within the main channel must however be moved and parked along the river bank to allow free flow of marine traffic during the following holiday periods:

- 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.

7. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

There are underground and overhead facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with Diggers Hotline and directly contact the utilities, which have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain current information on the status of any utility relocation work stated herein.

Alliant Energy (electric) has an underground line on the east side of the roadway. The existing line is generally located east of the construction limits for both the roadway and bridge construction; and when located within the construction limits, excavation will not

impact the utility facility. Alliant facilities will therefore not be in conflict with the proposed construction activities of this project and no relocations are required. The field contact is Joe Kochan, (920) 459-6331.

Charter Communications (communication lines) has underground fiber optic and copper lines on the east side of the roadway. The existing lines are generally located east of the construction limits for both the roadway and bridge construction; and when located within the construction limits, excavation will not impact the utility facility. Charter also has two fiber optic lines that exit the pedestal base at station 100+75 RT, and then extend to the west and north thru the construction zone. These facilities are currently located at about 42" depth, except in the immediate area of the curb and gutter at about station 100+78 28' RT, where the line is only 18" deep as it extends from the pedestal. Where the line is shallow from the curb and gutter area to the pedestal, Charter will need to lower the line for appropriate clearance. The lowering will be completed by Charter Communications representatives during construction of this project. The lowering is expected to take less than 4 hours of time. Coordinate with the field contact (listed below and in the plans) at least 3 working days in advance of when the work can be started. The field contact is Tom Harycki, (262) 429-1235 or (262) 416-2437 cell.

AT&T Wisconsin (communication line) has an underground copper line east and north of the roadway. The existing line is beyond the construction limits for this project and will not be impacted by construction operations. OSPE AT&T facilities will therefore not be in conflict with the proposed construction activities of this project and no relocations are required. The field contact is Chuck Bartelt, (920) 929-1073 or cell (920) 410-5104 cell.

Wisconsin Public Service Corporation (gas) has underground gas facilities near Niagara Avenue, west of the project along Ontario Avenue, and along Erie Avenue. The existing facilities in these locations are located outside of the construction limits of this project and will not be impacted by construction operations. WPS facilities will therefore not be in conflict with the proposed construction activities of this project and no relocations are required. The field contact is Mike Lowther, (920) 458-5719 or (920) 946-3198 cell.

Sheboygan Water Utility (water) has an underground cast iron pipe extending from the south in the southbound lane. The line then angles to the northwest and crosses the river on the west side of the existing structure close to the existing wing walls. The line then extends to the northeast and north out of the project limits. There also is a pipe that extends to the west across 14th Street and along Ontario Avenue near the north project limit. Relocation of these facilities is not required, as construction operations will not affect these pipes. There are 3 water valves located along the westerly run that will need to be adjusted. The contractor will complete the water valve adjustments as part of this project. The field contact is Rich Dale, (920) 459-3839.

City of Sheboygan (sanitary) has an underground facility that extends from the north to just south of the north project limits. The line then extends to the west along Ontario Avenue. Relocation of this facility is not required, as construction operations will not affect these pipes. There are two manholes located along the westerly run that will need to

be adjusted. The contractor will complete the manhole adjustments and installation of chimney seals as part of this project. The field contact is Ryan Sazama, (920) 459-3485.

8. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - a. Washing with ~212° F water (steam clean), or
 - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

107-055 (20130615)

9. Environmental Protection.

Supplement standard spec 107.18 as follows:

This project is located within a designated US EPA Superfund Site. It is not anticipated that removal of river bottom material or sediment will be necessary as part of the project. If the scope of the work changes and removal of such river material is found necessary, contact the WisDOT Northeast Region environmental unit prior to proceeding with any river bottom excavation, as special handling and disposal requirements may apply.

10. Archaeology.

One site has been identified as having potential to be impacted by the proposed roadway work. Site 47SB154 is identified as spanning across the project construction limits on the north side of the Sheboygan River. Any project construction-related ground disturbing activities beyond the back edge of existing sidewalk and north of the Sheboygan River must be monitored by a qualified archaeologist. To schedule the archaeologist, the contractor shall contact Lynn Cloud of Bureau of Technical Services Cultural Resources Section at (608) 266-0099 a minimum of 2 weeks prior to the preconstruction meeting and a minimum of two weeks prior to any ground disturbing activities in the site area as described above. In addition, the contractor shall not use any portion of the described site area not currently capped by asphalt or concrete for borrow or waste disposal, or for the staging of personnel, equipment, or supplies.

11. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

The Sheboygan River is classified as a navigable waterway.
107-060 (20040415)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Mike Helmrick at (920) 492-7738.
107-054 (20080901)

13. Coordination with US Coast Guard.

The department has coordinated with the US Coast Guard and a Section 10 permit is not required because the character and permitted clearances of the bridge will not be altered with the proposed repairs. However, the contractor is required to contact and coordinate with the US Coast Guard 30 days prior to any construction operations that temporarily alter navigational clearances or place equipment in or over the waterway and may impede

navigation. The contractor is required to receive authorization from US Coast Guard prior to proceeding with the work under this contract. The following US Coast Guard contacts are being provided to the contractor for the necessary coordination (email contact preferred):

Scot Striffler, phone (216) 902-6087, email Scot.M.Striffler@uscg.mil
Blair Stanifer, phone (216) 902-6086, email William.B.Stanifer@uscg.mil
Lee Soule, phone (216) 6085, email Lee.D.Soule@uscg.mil

Commander (dpb)
Ninth Coast Guard District
1240 E. 9th St. Room 2047B
Cleveland, Ohio 44199-2001

As part of the 30 day advanced notice, the contractor shall provide the US Coast Guard with the following information:

- 1) Mailing address for contractor's company.
- 2) Start and stop dates of the project.
- 3) Normal work days and hours.
- 4) Contractor phone number that will be provided to the public and used by mariners/boaters for advanced notice of bridge arrival/passage.
- 5) Confirmation that contractor will monitor VHF-FM Marine Radio Channel 16 for advanced notification from arriving/passing boaters.

Once the contractor receives an official response/authorization from US Coast Guard to proceed with the work, the contractor shall notify all known affected marine entities of the schedule of construction activities and waterway impacts/restrictions. The US Coast Guard may revise or rescind the authorization at any time, should the needs of navigation change, or if safety concerns arise. The contractor shall also contact the US Coast Guard if any conditions of the construction project change.

The contractor shall stage work to keep at least half of the main river channel (located under the bridge's Central Span) open at all times and move barges as necessary to accommodate marine traffic. Any barges within the main channel shall also be moved and parked along the river bank when the contractor is not working. Barges are required to be lighted in accordance to navigation rules.

The contractor shall utilize a spotter to warn bridge workers of approaching vessels and suspend work if needed. Information regarding the construction project and corresponding waterway restrictions will be published by the US Coast Guard in the Ninth Coast Guard District Broadcast and Local Notices to Mariners during the days leading up to and following the start of construction. These publications will also attempt to notify marine traffic that they must provide a 30-minute advance notice of their arrival to the bridge for passage to the contractor on VHF-FM Marine Radio Channel 16 or by calling the number provided to US Coast Guard by the contractor. This 30-minute notice is intended to

provide the contractor time to ready the construction site, bridge, and workers for safe passage of the vessel.

The department has acquired a Private Aids to Navigation Permit from the US Coast Guard for placement of buoys in the Sheboygan River. The permit authorizes placement of buoys in the river according to the plan details from June 15, 2015 to October 13, 2015. If construction operations require buoys or marine navigation restrictions outside of these dates, the contractor shall coordinate and acquire necessary approval from the US Coast Guard. If the contractor desires a change to the permit, notice of proposed changes to the permit may be given by resubmission of a new form CG-2554. Minor changes annotated on a copy of the existing approved application may be submitted for review.

Also as part of the department acquired permit, the contractor shall notify the Coast Guard when buoys are damaged, destroyed, or fail to operate. Notification can be to the Coast Guard Sector Lake Michigan at (414) 747-7182 or Coast Guard STANT Two Rivers, WI at (920) 793-1304. The report shall include a description of the problem and an estimate of when the problem is expected to be corrected.

The information noted above provides only the basic coordination requirements, information, and concepts as it relates to the US Coast Guard. There may also be other detailed information and requirements provided by the US Coast Guard to the contractor as part of the necessary coordination process. The costs of all coordination and procedures required by the US Coast Guard and not covered by other items of the contract shall be considered incidental to the structure bid items for B-59-33.

14. Coordination with Wisconsin Department of Natural Resources.

The department has coordinated with the Wisconsin Department of Natural Resources (WisDNR) to obtain a Construction Waterway Marker Permit. The following WisDNR personnel should be coordinated with regarding any questions or potential changes:

Kyle Drake, Recreational Safety Warden, (262) 574-2163

The permit is WDNR Program ID # 3736 and must be followed during the construction activities associated with this project. A copy of the approved permit and approval letter must be kept at the project site in the contractor's field office as proof of compliance with the law. The contractor may obtain a copy by contacting the following:

Paul Brauer, Project Manager
Wisconsin Department of Transportation
Northeast Region Office
944 Vanderperren Way
Green Bay, WI 54304
Phone: (920) 492-0135
Email: paul.brauer@dot.wi.gov

The permit authorizes the placement of placement, maintenance, and removal of 23 waterway markers and 4 non-standard signs as shown in the details of the permit. The permit applicant was the department, and the permit was approved by the City of Sheboygan and the WisDNR. Once the contractor receives authorization to proceed, the contractor will by virtue of the contract documents act as the applicant and comply with the requirements of the permit.

The permit begins on June 15, 2015 and extends through October 13, 2015. Should the dates change or an extension be required, the contractor will be responsible to file for the extension. The extension shall be processed through Kyle Drake.

15. Public Convenience and Safety.

Supplement standard spec 107.8(6) as follows:

Night work (after 10:00 PM and prior to 6:00 AM) required under Stage 2 as described in the “Traffic” section above will not require the engineers nor the city’s permission. The contractor will be required to coordinate with (via email) those people/businesses/organizations listed on the city’s contact list to notify them when construction operations will disrupt traffic. The list contains 26 contacts (with email addresses provided) and will be provided at the pre-construction conference.

16. Coordination with Businesses.

The contractor shall arrange and conduct meetings between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least 7 days prior to the start of work under this contract and hold two meetings per month thereafter. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held and a minimum of five days prior to all other meetings. If parties noted above all agree that additional meetings are not necessary, the engineer may allow the additional meetings to be discontinued after the first two meetings are held.

17. Abatement of Asbestos Containing Material B-59-33, Item 203.0210.S.01.

A Description

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

B (Vacant)

C Construction

John Roelke, License Number AII-119523, inspected Structure B-59-33 for asbestos on April 15, 2013 Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: gaskets under existing rail base plates have asbestos containing materials (ACM); total quantity is estimated at 25 square feet.

The ACM on this structure must be abated prior to removing the structure deck by a licensed abatement contractor. A copy of the inspection report is available from Paul Brauer, WisDOT NE Region Project Manager, (920) 492-0135. In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Kathie VanPrice, (920) 492-7175, Wisconsin Department of Transportation Division of Transportation System Development, 944 Vanderperren Way, Green Bay, WI 54304 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-59-33, STH 28 over Sheboygan River
- Site Address: Section 22, T15N, R23E, City of Sheboygan, Sheboygan County
- Ownership Information: City of Sheboygan
- Contact: Paul Brauer, or Construction Project Engineer
- Phone: (920) 492-0135, or Construction Project Engineer
- Age: 48 years. This structure was constructed in 1967.
- Area: 13,113 SF of deck

Insert the following paragraph in Section 6.g.:

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0210.S.01	Abatement of Asbestos Containing Material Structure B-59-33	LS

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

18. Debris Containment B-59-33, Item 203.0225.S.01.

A Description

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

B (Vacant)

C Construction

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

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

D Measurement

The department will measure Debris Containment B-59-33 as a single lump sum unit of work for each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.01	Debris Containment B-59-33	LS

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

19. Removing Old Structure Over Waterway With Minimal Debris Station 99+19.50, Item 203.0600.S.01.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) As soon as the contractor begins work on the structure, the contractor shall maintain the netting to prevent the nesting of birds during construction. Remove the netting when appropriate and delivering the netting to the Sheboygan County Transportation

Department Highway Division located at 1211 N. 23rd Street during normal business hours.

- (2) Remove the existing Structure B-59-33 over the Sheboygan River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (3) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
 - Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
 - Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
 - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.01	Removing Old Structure Over Waterway With Minimal Debris Station 99+19.50	LS

Payment also includes maintaining the bird deterrent netting, preventing bird nesting, removing the netting, and delivering the netting without damage.

20. Removing Steel Pipe Railing, Item 204.9090.S.01.

A Description

This special provision describes removing existing steel pipe railing 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 Steel Pipe Railing in by the linear foot, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Steel Pipe Railing	LF
204-025 (20041005)		

21. 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)

22. Protection of Concrete.

Supplement standard spec 415.3.14 as follows:

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.

(NER11-0127)

23. Epoxy Crack Sealing, Item 509.9020.S.

A Description

Seal vertical cracks in the abutments according to the plan details and as hereinafter provided.

B Materials

Furnish a penetrating epoxy sealant manufactured by Sika, Adhesive Engineering, Technical Sealants, Dayton Superior, or equal. Before using, obtain the engineer's approval for the epoxy system which is proposed to seal the cracks.

C Construction

Before sealing, clean the cracks by chipping and by using high-pressure air.

After all of the cleaning is completed, inject epoxy sealant into the cracks to be sealed. Seal the cracks using the penetrating epoxy sealant as recommended by the sealant manufacturer.

D Measurement

The department will measure Epoxy Crack Sealing in length by the linear foot of crack, acceptably sealed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9020.S	Epoxy Crack Sealing	LF

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

509-020 (20100709)

24. Concrete Staining B-59-33, Item 517.1010.S.01.**A Description**

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

B Materials**B.1 Mortar**

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

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

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

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

B.2 Concrete Stain

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure and Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction**C.1 General**

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

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

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

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

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.01	Concrete Staining B-59-33	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.
517-110 (20140630)

25. Architectural Surface Treatment B-59-33, Item 517.1050.S.01.**A Description**

Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

Use form liners from Customrock Formliners as follows:

Inside parapet: #12017 Smooth Cut Sandstone

Outside parapet: #1303 Montana Random Flagstone

Use form liners that attach easily to the forming system, and do not compress more than 1/4-inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4-inches from the finished concrete surface.

C Construction**C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than 1/4-inch from each other, attach liner securely to forms in accordance to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1050.S.01	Architectural Surface Treatment B-59-33	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

517-150 (20110615)

26. Negative Pressure Containment and Collection of Waste Materials, B-59-33, Item 517.4500.S.01.

A Description

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

B (Vacant)

C Construction

Erect an enclosure to completely enclose (surround) the blasting operations. The ground or roadway cannot be used as the bottom of the enclosure unless covered by approved containment materials. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from cleaning concrete. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as plywood, or of a combination of flexible and rigid materials and meet SSPC Guide 6 requirements with Level 1 emissions. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be a non-permeable material, either as part of the tarp system or have a separate non-permeable lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the covered work platform or covered barge where used for structures over water, and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment prior to operations or as approved by the engineer.

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

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

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

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

After all debris has been removed, remove containment in accordance to SSPC Guide 6.

As a safety factor for structures over water, provide for scum control. Provide a plan for corrective measures to mitigate scum forming and list the procedures, labor and equipment needed to assure compliance. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

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

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the

containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.4500.S.01	Negative Pressure Containment and Collection of Waste Materials B-59-33	LS

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

27. Labeling and Disposal of Waste Material.

The EPA ID number for Structure B-59-33 is WIR000152827.

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

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

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

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

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

28. Portable Decontamination Facility B-59-33, Item 517.6001.S.01.

A Description

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

B Materials

Supply and operate all equipment in accordance to OSHA.

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

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

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

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

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

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

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

The department will measure Portable Decontamination Facility B-59-33 by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.6001.S.01	Portable Decontamination Facility B-59-33	Each

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

517-060 (20140630)

29. Curb Ramp Detectable Warning Field Natural Patina, Item 602.0515.

Perform this work in accordance to the requirements of standard spec 602. Use Neenah Foundry Detectable Pedestrian Warning Plates #4984-24B to comply with City of Sheboygan standards.

30. Storm Sewer Pipe 12-Inch, Item 607.0600.S.01.**A Description**

This special provision describes furnishing and installing storm sewer in accordance to standard spec 607 and standard spec 608, as shown on the plans, and as hereinafter provided.

B Materials

Supplement standard spec 607.2 and standard spec 608.2 as follows:

The contractor shall furnish polyvinyl chloride (PVC) pipe. Storm sewer will be accepted on the basis of a Manufacturer's Certificate of Compliance and WisDOT field inspection upon delivery to a project.

Corrugated PVC pipe and fittings shall conform to the requirements of Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings, ASTM Designation: F949. Joint connections shall include gaskets as recommended by the manufacturer.

C Construction

Supplement standard spec 607.3 for PVC pipe as follows:

Trench width shall be in accordance to Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe, ASTM Designation D2321. Minimum trench width shall be not less than the greater of either the pipe outside diameter plus 16 inches or the pipe outside diameter times 1.25 plus 12 inches.

Joints for sewer pipe shall be sealed to be soil tight in accordance to AASHTO Standard Specifications for Highway Bridges, section 26.4.2.4(e).

Pipes of diameter 12 inches and larger shall be tested for acceptance with an approved go/no-go mandrel. The mandrel tests shall be conducted following installation of the pipe and between five and ten days prior to pavement surfacing or completion of the final grade.

At least ten percent of the installed length of pipe selected by the engineer shall be inspected for deformations using a nine-point mandrel. The mandrel shall have a diameter equal to 95 percent of the nominal diameter of the pipe. If the mandrel tests indicate excessive deflection in the selected length of pipe, the engineer may require additional lengths of pipe be tested in increments of ten percent of the total installed length. For acceptance, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand without the use of excessive force.

Furnish the mandrel, all materials, equipment and labor for making this acceptance test. The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have nine various sized fins or legs of appropriate dimensions for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent deflection allowable.

If undamaged, remove and relay pipe with reduced diameter of more than 5 percent or replace with a new pipe at no cost to the department. Relayed pipe and new pipe shall be retested with the mandrel at no cost to the department.

D Measurement

The department will measure Storm Sewer Pipe (Size) in length by the linear foot, in accordance to standard spec 607.4.1.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
607.0600.S.01	Storm Sewer Pipe 12-Inch	LF

Payment is full compensation for performing the work as described in standard spec 607.5.1; furnishing, operating, and maintaining a mandrel; performing the mandrel testing; and performing all necessary corrective actions and corrective work associated with the mandrel testing, if mandrel testing is required.

31. Adjusting Manhole Covers, Item 611.8110.

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Revise standard spec 611.3.7 by deleting the last paragraph.

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

611-005 (20030820)

32. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

616-030 (20070510)

33. Traffic Control.

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

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan 10 days prior to the preconstruction conference.

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

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

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

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

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

Cover existing signs which conflict with traffic control as directed by the engineer.

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

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

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

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

34. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

- 1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
- 2. Specifications, brochures, and technical data of all lighting equipment to be used.
- 3. The details on how the luminaires will be attached.
- 4. Electrical power source information.

5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

643-010 (20100709)

35. Non-Freeway Lighting System.

The following modifications shall be made to standard specifications and standard detail drawings as they apply.

Append standard spec 651.2 with the following:

For materials to be furnished by the City of Sheboygan or returned to the City of Sheboygan, schedule deliveries or pick-ups three working days in advance so that deliveries or pick-ups occur during normal business hours Monday through Thursday. Contact Mr. Ryan Sazama at (920) 459-3485. Pick up materials to be furnished by the City of Sheboygan at 2026 New Jersey Avenue, Sheboygan, WI 53081.

Append standard spec 651.3.1 with the following:

The department or City of Sheboygan does not employ a load dispatcher and has no intent to do so. Each electrical worker is responsible for his own protection from automatic switching and from switching by others. Conform to lock-out and tag-out rules that apply in the industry. Sign and date the tags and include the name of the contractor. If possible, clear lock-outs and tag-outs by the end of the work day. If not possible, notify the engineer.

The plans show required disconnections of existing lighting circuits, most in the form of abandoning existing underground conductors in place. The contractor may need to mobilize several times per each existing lighting distribution center. The contractor is expected to build these costs into the various paid items for removals and installations.

Replace all existing slotted junction box cover screws with stainless hex head cover screws at each location where it is required to open the cover of an existing lighting junction box.

Append standard spec 651.5 with the following:

Work to disconnect and connect conductors will be incidental to the paid measurement of footage.

There will be no measurement for payment for abandoning conductors or removing conductors for scrap.

Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the lighting pay items included in this contract. The department will not measure conductors or conduits that have been abandoned in place or removing them for scrap. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned, if possible.

Append standard spec 652.3.1.2 with the following:

Furnish a UL-listed fitting appropriate for the purpose at each transition from one type of conduit to another type. Couplings will not be individually measured for payment.

Append standard spec 655.3.7(4) with the following:

Provide an approved secondary in line 600-volt AC double pole breakaway fuse assembly with a KTK 5 ampere fuses at the pole base. Fuses are included in electrical wire bid items.

At each pull point or access point, indicate the line side bundle with a lap of blue tape. All proposed branch circuit wires shall be color coded matching existing wiring and color green for ground.

Append standard spec 657.2.1(2) with the following:

For poles mounted on structure to be double nutted and contractor to install galvanized rat screen enclosing the bottom of pole area if there is any, extra nuts and screen incidental.

Append standard spec 659.3 with the following:

Install Plaques Light Pole on all poles as directed by the City of Sheboygan and as per the state standards.

Modify standard spec 657.3.1(3) with the following:

Use corrosion protection measures for decorative bases and aluminum light poles for installation.

36. Anchor Assemblies Light Poles on Structures, Item 657.6005.S.

A Description

This special provision describes furnishing and installing anchor bolt assemblies for light poles as shown on the plans, and as hereinafter provided.

B Materials

Furnish anchors of the size and spacing as given on the plans, and that conform to ASTM A449 or AASHTO M314 GR 55. The upper 8 inches of the bolts, nuts, and washers shall be hot-dipped galvanized in accordance to ASTM A153, Class C. Provide enlarged threads on nuts for proper fit after galvanizing.

C Construction

Provide two nuts and two washers per anchor bolt, and install per light standard manufacturer's recommendations.

D Measurement

The department will measure Anchor Assemblies Light Poles on Structures as a unit for each individual anchor bolt assembly, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
657.6005.S	Anchor Assemblies Light Poles on Structures	Each

Payment is full compensation for furnishing and installing the anchorages.
657-060 (20100709)

37. Inlet Covers Type H Special, Item SPV.0060.01.

Perform this work in accordance to the requirements of Section 611. Use Neenah Foundry casting #R-3067-L with two fish symbols and the reading "Dump No Waste Drains To Lake" formed into the casting to comply with City of Sheboygan standards.

38. Lamp Disposal High Intensity Discharge, Item SPV.0060.02.

A Description

This special provision describes packaging, palletizing, and returning HID (metal halide; mercury vapor and high-pressure sodium) lamps removed under this contract to the City of Sheboygan.

B (Vacant)

C Construction

Lamps, which the contractor turns in to the City of Sheboygan, will be considered the property of the City of Sheboygan for proper future disposal. The contractor will have no

further obligation for their disposal. The City of Sheboygan will reject improperly packaged lamps.

Deliveries to the City of Sheboygan shall be prearranged. Consolidate deliveries into a truckload or more, except that where all the lamps removed under a contract measure less than a truckload, deliver all of them as one load at one time.

Pack intact lamps in the packaging of the new lamps used to replace the old lamps, or packaging affording the equivalent protection. Deliver in full, stackable cartons with the name of the contractor written on each carton.

Pack broken lamps into thick plastic bags, and in turn place the bags inside sturdy cardboard boxes or the equivalent. Mark the outer packaging "broken lamps." The city will reject metal containers.

Deliver all broken lamps, as noted above. The department will not pay broken lamps above a level of ten percent of the total number in the contract. Deliver broken lamps above the ten percent level to the City of Sheboygan for no compensation.

The department will reject any lamps not removed as part of a contract pay item or otherwise required under this contract.

D Measurement

The department will measure Lamp Disposal High Intensity Discharge by each unit delivered to the City of Sheboygan properly packaged, 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	Lamp Disposal High Intensity Discharge	Each

Payment is full compensation for packaging, palletizing and delivering lamps without breakage.

39. Removing and Re-Installing Lighting Units, Item SPV.0060.03.

A Description

This special provision describes the removing lighting units, storing and re-installing as described hereunder. The work consists of removal, storage and re-installation of light pole, pole base, LED luminaire, bracket, base cover, and associated hardware and appurtenances. Existing branch circuit shall be removed from pole. The existing underground conduit shall be capped underground and abandoned in place. Provide new fuses and fuse holder, nuts, washers, bolts, and other necessary hardware. Pole wires and concrete base for light pole paid separately.

B Materials

Fuse and fuse holder shall meet the pertinent requirements of standard spec 659.2.

C Construction

Any lighting unit damaged while removing, handling, storing, and re-installing shall be replaced or fixed by the contractor at no additional cost to the State.

Contractor shall be responsible for safely storing the removed items listed above until re-installation is required.

Re-installation of the lighting units shall be done in accordance to pertinent requirements of standard specs 657.3 and 659.3. Pole wires, fuses, and fuse holders, shall be replaced with new and installed according to pertinent requirements of standard spec 659.3. Pole wire shall be paid separately, fuses and fuse holders paid as a part of pole wire. Provide new nuts, washers, bolts, and other necessary hardware.

D Measurement

The department will measure Removing and Re-Installing Lighting Units by each individual unit removed and re-installed, 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	Removing and Re-Installing Lighting Units	Each

Payment is full compensation for removing lighting units; for handling; for storing; for re-installation of lighting units consists of light pole, luminaire, pole base cover, and bracket; and furnishing and installing new fuses, fuse holder, nuts, washers, bolts, and other necessary hardware.

40. Light Poles City of Sheboygan Aluminum Round Tapered 30-Foot, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing light pole, vibration damper, pole identification plaque, and necessary hardware as shown on the plans and as directed by the engineer. The concrete bases, luminaire, pole wires shall be paid separately.

B Materials

The materials shall confirm pertinent requirements of standard spec 657.2. The complete lighting units shall be factory finished with anodized dark bronze finish. Pole identification plaque shall be per state standard details.

The light pole shaft shall be aluminum round tapered with nominal height of 30-FT with vibration damper as follows. The complete assembly shall be rated for 90 MPH AASHTO.

- Valmont – R-290845806T4-D1-313-J003838. Pole shall be drilled for one Gardco CA22 luminaire.

C Construction

Conform to pertinent requirements of standard spec 657.3. Light pole identification plaque with light pole numbers shall be installed as directed by the City of Sheboygan. Contractor shall coordinate with City of Sheboygan for light pole numbers.

D Measurement

The department will measure Light Poles City of Sheboygan Aluminum Round Tapered 30-Foot by each individual unit installed and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Light Poles City of Sheboygan Aluminum Round Tapered 30-Foot	Each

Payment is full compensation for furnishing and installing light poles with vibration damper and pole identification plaque.

41. Luminares City of Sheboygan Decorative LED, Item SPV.0060.05.

A Description

This special provision describes furnishing and installing bracket mounted LED luminaire and hardware as shown on the plans and as directed by the engineer. Pole wire and pole shall be paid separately.

B Materials

The materials shall confirm pertinent requirements of standard spec 659.2. The complete luminaire shall be factory finished with anodized dark bronze finish matching pole. The complete assembly shall be rated for 90 MPH AASHTO.

The pole mounted luminaires shall be Gardco, Form 10 Round LED Series, 110W LED, type III distribution, complying with all applicable standards or approved equal.

- Gardco – CA22L-1-3-110LA-NW-UNIV-BRA

C Construction

Conform to pertinent requirements of standard spec 659.3.

D Measurement

The department will measure Luminaires City of Sheboygan Decorative LED by each individual unit installed and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Luminaires City of Sheboygan Decorative LED	Each

Payment is full compensation for furnishing and installing luminaire.

42. Luminaires City of Sheboygan Pathway Underdeck LED, Item SPV.0060.06.**A Description**

This special provision describes furnishing and installing ceiling mounted 56W LED underdeck luminaire, mounting bracket, fuse, 24" flexible metallic conduit, coupling, and necessary hardware as shown on the plans and as directed by the engineer.

B Materials

The materials shall confirm pertinent requirements of standard spec 659.2. Provide UL listed galvanized steel struts, hardware, ¾" liquid tight flexible metallic conduit piece, 24", coupling and mounting hardware as part of this pay item.

The underdeck LED luminaire shall be Luminaire LED as follows:

- Luminaire LED – VPF 12-2-56W HP-4000K-120-CP-WHT-WET-TX/SD

C Construction

Conform to pertinent requirements of standard spec 659.3.

D Measurement

The department will measure Luminaires City of Sheboygan Pathway Underdeck LED by each individual unit installed and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Luminaires City of Sheboygan Pathway Underdeck LED	Each

Payment is full compensation for furnishing and installing LED underdeck luminaire; mounting bracket; and liquid tight flexible metallic conduit.

43. Sanitary Manhole Covers Type J Special, Item SPV.0060.07.

A Description

This special provision describes the removal of the existing frame and rings, furnishing and installing sanitary manhole cover, and chimney seals as detailed in the plans and as hereinafter provided.

B Materials

In accordance to standard spec 611.2. Manhole cover shall be a Neenah Foundry R-1550A, with a Neenah Foundry R-1040 solid gasketed, concealed pick hole, self-sealing cover.

Internal manhole chimney seal from Cretex Specialty Products.

C Construction

Remove the existing manhole frame, cover, and adjusting rings. Salvage the frame and rim if possible, then leave the intact frame and cover on the project for pick-up by the City of Sheboygan. Contact Ryan Sazama, the City Engineer at (920) 459-3485 for pick-up. If damaged, dispose of the frame.

In accordance to standard spec 611.3, except set the frame using mastic.

Install chimney seals per the manufacturers installation procedures.

D Measurement

The department will measure Sanitary Manhole Covers Type J Special 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Sanitary Manhole Covers Type J Sepcial	Each

Payment is full compensation for removing and disposal or salvaging of the existing frame and cover, providing all required materials, for installing and adjusting the covers to the proposed grade, and providing and installing the new chimney seal.

44. Adjusting Water Valve Box, Item SPV.0060.08.

A Description

Adjust water valve boxes to final pavement elevations, as shown in the plans and as hereinafter provided.

B Materials

Utilize existing valve boxes where the box has been removed in good condition and the required extent of adjustment allows. If the box has been damaged or additional sections are necessary, coordinate with the Sheboygan Water Utility and contact Rich Dale at (920) 459-3839 to obtain required materials. The utility plans on having spare parts available and on-site for use in case they are necessary. Coordinate a minimum of one week in advance of when anticipated to be required.

C Construction

Prior to completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extension(s) as needed, and backfill with base aggregate material in accordance to the requirements for the adjacent roadway base course construction.

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the Sheboygan Water Utility two working days advance notice prior to adjusting the valve boxes to finished grade so that they can provide spare parts as needed.

D Measurement

The department will measure Adjusting Water Valve Box as a unit of work for each valve box, acceptably adjusted, 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.0060.08	Adjusting Water Valve Box	Each

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; and adding new sections if necessary.

45. Conduit Reinforced Thermosetting Resin 3/4-Inch, Item SPV.0090.01.**A Description**

Furnish and install conduit reinforced thermosetting resin, as shown on the plans, and as hereinafter provided.

B Materials

Furnish materials that are in accordance to the pertinent requirements of standard spec 652.2.4.

C Construction

Conform to applicable portions of standard spec 652.3.

D Measurement

The department will measure Conduit Reinforced Thermosetting Resin 3/4-Inch in accordance to standard spec 652.4(1).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Conduit Reinforced Thermosetting Resin 3/4-Inch	LF

Payment is full compensation in accordance to standard spec 652.5 (2).

46. Concrete Curb and Gutter Integral 20-Inch, Item SPV.0090.02.

Perform this work in accordance to the requirements of standard spec 601 and the plan details.

47. Railing Steel Type C3 Galvanized B-59-33, Item SPV.0090.03; Railing Steel Type C3 Galvanized Off-Structure, Item SPV.0090.04.

A Description

This special provision describes fabricating, galvanizing, coating and installing railing in accordance to standard specs 506, 513, 517, and 616, the plan details, as directed by the engineer, and as hereinafter provided.

B Materials

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a duplex coating system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

B.1 Coating System

B.1.1 Galvanizing

Fabricated railings shall meet the requirements of ASTM A385. After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated, will produce unacceptable aesthetic and/or visual qualities, will not be

permitted. Water quenching and chromate or other passivating treatments shall not be permitted.

B.1.2 Duplex Coating System

After galvanizing, coat all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints with a duplex coating system as hereinafter provided. All galvanized surfaces to be coated shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants.

The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit shall not be permitted. Brush blast the surface to produce a matte silver appearance. Brush blasting shall not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminants from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue in accordance to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applicator. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified coating manufacturers and products given below. An equivalent system may be used with the written approval of the engineer.

Manufacturer	Coat	Products	Dry Film Minimum Thickness (mils)	Min. Time¹ Between Coats (hours)
<u>Sherwin Williams</u> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 (847) 330-1562	Tie	Recoatable Epoxy Primer B67-5 Series / B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
<u>Carboline</u> 350 Hanley Industrial St. Louis, MO 63144 (314) 644-1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Tie	Carboguard 60	4.0 to 6.0	10
	Tie	Carboguard 635	4.0 to 6.0	1
	Top	Carbothane 133 LH(satin)	4	NA
<u>Wasser Corporation</u> 4118 B Place NW Suite B Auburn, WA 98001 (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA
<u>PPG Protective and Marine Coatings</u> P.O. Box 192610 Little Rock, AR 72219-2610 (414) 339-5084	Tie	Amercoat 399	3.0 to 5.0	3
	Top	Amercoat 450H	2.0 to 4.0	NA

¹ Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

B.2 Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

C Construction

C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing in accordance to standard spec 517. If coating is damaged, Contractor shall repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, the railing assembly shall be replaced at no additional cost to the owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

D Measurement

The department will measure Railing Steel Type C3 Galvanized B-59-33 and Railing Steel Type C3 Galvanized Off-Structure by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Railing Steel Type C3 Galvanized B-59-33	LF
SPV.0060.04	Railing Steel Type C3 Galvanized Off-Structure	LF

Payment is full compensation for fabricating, galvanizing, coating, transporting, and installing the railing, including any touch-up and repairs, and for furnishing all excavation and concrete associated with the off-structure foundation.

48. Removing Underdeck Lighting, Item SPV.0105.01.

A Description

This special provision describes the removing underdeck lighting (luminaires, attached conduits, wires, and associated hardware and appurtenances) at locations described. Removed materials shall become the property of the contractor and shall be disposed of off the project site. Lamp disposal shall be paid separately.

B (Vacant)

C Construction

All materials shall be removed including two luminaires, conduits, and wires as described on the plans and as directed by the engineer. The disposal of removed item shall be done in accordance to pertinent requirements of standard spec 203.3.4.

D Measurement

The department will measure Removing Underdeck Lighting as a lump sum unit of work for removal, 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	Removing Underdeck Lighting	LS

Payment is full compensation for removing and disposing of two luminaires, attached conduits, and hardware.

49. Concrete Pavement Joint Layout, Item SPV.0105.02.**A Description**

This special provision describes providing a concrete pavement joint layout design for intersections and marking the location of all joints in the field.

B (Vacant)**C Construction**

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete pavement joints in the field. Follow the plan details for joints in concrete pavements making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking, 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	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

50. Remove and Replace Existing Retaining Wall, Item SPV.0105.03.

A Description

This special provision describes the removal and replacement of the existing modular concrete block mechanically stabilized earth retaining wall, and the removal and resetting of the existing beam guard at the top of the existing wall, as shown in the plans and provided in the contract.

B Materials

Furnish materials for the wall replacement that are in accordance to the plans.

C Construction

Remove the existing retaining wall, as needed, to widen the existing north abutment of Structure B-59-33 as shown on the plans. Replace the existing retaining wall in kind to butt against the widened bridge abutment in accordance to the details shown on the plan. Remove the existing beam guard at the top of the wall as required for the removal of the existing retaining wall. Reset the existing beam guard in kind.

Remove, handle, and store the existing modular concrete blocks without damaging the parts. Replace contractor damaged parts and provide all other materials required to re-erect the retaining wall. Dispose of all surplus materials. Use the salvaged modular block to rebuild the retaining wall in kind. Supply new geosynthetic reinforcement if required. Reuse existing leveling pad and replace backfill in kind. Re-erect existing retaining wall to an equal or better state compared to pre-construction conditions, to the satisfaction of the engineer.

D Measurement

The department will measure Remove and Replace Existing Retaining Wall as a single lump sum unit of work for each location, 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.0105.03	Remove and Replace Existing Retaining Wall	LS

Payment is full compensation for removing and resetting the existing beam guard, removing and replacing the existing retaining wall, furnishing, backfill and all other components shown in the plan detail.

51. Marine Traffic Control, Item SPV.0105.04.

A Description

This special provision describes furnishing and maintaining the marine traffic control for the project including furnishing, placing, moving, maintaining and removing buoys and lights as shown on the plan and as required by the United States Coast Guard (USCG). Also included is the spotting of marine traffic as directed by the engineer and the USCG and as hereinafter provided.

As described in the “Coordination with US Coast Guard” article of these special provisions, the contractor is required to receive authorization from US Coast Guard prior to proceeding with the work under this contract. As part of the authorization letter, the US Coast Guard will include the lighting requirements necessary for the bouys and barges used for the construction of this project. The contractor must comply with all of the requirements of the permit and authorization letter.

B Materials

Furnish materials that conform to the standard U.S. system to aids to navigation as described in Federal Regulations 33 CFR 62 and 33 CFR 66.

C Construction

The contractor shall stage work to keep at least half of the main river channel (located under the bridge’s Central Span) open at all times and move barges as necessary to accommodate marine traffic. Any barges within the main channel shall also be moved and parked along the river bank when the contractor is not working. Barges are required to be lighted in accordance to navigation rules.

The contractor shall utilize a spotter to warn bridge workers of approaching vessels and suspend work if needed. A spotter is required when there is construction equipment adjacent to the marine travel way; when there is a restriction to the waterway that will affect safe passage by marine traffic; and any other time when work may affect the safety of marine traffic. If needed for safe passage of marine traffic, construction work shall be suspended while marine traffic travels through the construction zone.

Information regarding the construction project and corresponding waterway restrictions will be published by the US Coast Guard in the Ninth Coast Guard District Broadcast and Local Notices to Mariners during the days leading up to and following the start of construction. These publications will also attempt to notify marine traffic that they must provide a 30-minute advance notice of their arrival to the bridge for passage to the contractor on VHF-FM Marine Radio Channel 16 or by calling the number provided to US Coast Guard by the contractor. This 30-minute notice is intended to provide the contractor time to ready the construction site, bridge, and workers for safe passage of the vessel.

D Measurement

The department will measure Marine Traffic Control as a single lump sum unit of work for marine traffic control, 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	Marine Traffic Control	LS

Payment is full compensation for furnishing, placing, moving, maintaining, and removing buoys and lights as shown on the plans and as required by the USCG. Also included in this work is the spotting of marine traffic; and moving construction equipment to accommodate marine traffic.

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

A Description

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

B Materials

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

C Construction

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

D Measurement

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

E Payment

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

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

Payment is full compensation for furnishing, hauling, and applying the water.
(NER12-1010)

53. Concrete Pavement SHES 9-Inch, SPV.0180.01.

Perform this work in accordance to the requirements of standard specs 415 and 416.

54. Concrete Joint Sealing, Item SPV.0180.02.

A Description

This special provision describes furnishing and installing joint sealer for concrete pavement as shown on the plans, and as hereinafter provided.

B Materials

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

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

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

C Construction

Supplement standard spec 415.3 as follows:

Place joint sealer as shown on the plans and in accordance to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.

Joints shall not be sealed until they have been inspected and approved by the engineer.

Should any spalling of the sawed edges occur that would in the judgment of the engineer detrimentally affect the joint-sealing ability, such spalled areas shall be patched with an approved epoxy which shall be allowed to harden prior to installation of the joint seal. Each patch shall be true to the intended neat lines of the finished cut joint.

Application of the joint sealer shall be made when the joint surfaces are clean and dry.

Joints shall be cleaned and dried to accept the sealing material in accordance to the manufacturer's recommendations.

All longitudinal and transverse concrete pavement joints, including the joint between the pavement and the curb and gutter and any joints in the curb and gutter shall be sealed. The sealant shall be tooled flush with or recessed up to a maximum of $1/16'' \pm 1/64''$ below the concrete surface. Overbonding will not be allowed. Material remaining on the surface of the pavement shall be removed without damaging the sealant in the joint.

D Measurement

The department will measure Concrete Joint Sealing by the square yard of pavement sealed and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Concrete Joint Sealing	SY

Payment is full compensation for furnishing all materials, sawing joints, sealing all joints within concrete pavement and curb and gutter.
(NER14-1126)

55. Concrete Pavement Cold Weather Covering, Item SPV.0180.03.**A Description**

Place protective covering in accordance to standard spec 415.3.15, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.15.2.

C (Vacant)**D Measurement**

The department will measure Concrete Pavement Cold Weather Covering in area by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.03	Concrete Pavement Cold Weather Covering	SY

Payment is full compensation for supplying the plastic, hay, and material sufficient to weight down the insulating materials to withstand wind; and for furnishing all labor, tools, equipment, and incidentals required to place, remove, replace, and dispose of all covering materials as required during normal concreting operations. Heating of water or aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.
(NER11-0214)

56. Cleaning Concrete, Item SPV.0180.04.**A Description**

This special provision describes cleaning the areas at the north abutment of Structure B-59-33, including front face of north abutment body, concrete diaphragms, girders from abutment to 22 feet from north abutment face, concrete slope paving, and top of slope paving retaining wall. Perform all blasting operations of concrete cleaning work before

surface repairs and epoxy crack filling operations begin. This work shall be in accordance to the plans, as directed by the engineer, and as hereinafter provided.

B (Vacant)

C Construction

C.1 Negative Air Containment and Collection of Waste Materials from Cleaning Operations

Do not begin or perform any cleaning operations without the use of pertinent bid item Negative Air Containment and Collection of Waste Materials Structure B-56-33.

C.2 Protection of Lighting

Prior to blast cleaning, existing underdeck lighting and conduit under Structure B-59-33 shall be removed above the junction boxes. Protect existing conduit and junction boxes that remain in place before beginning the blast cleaning.

C.3 Blast Cleaning Operation

Blast clean the front face of the north abutment, concrete diaphragms, slope paving, concrete girders to 22 feet from abutment face, and top of retaining wall below slope paving in accordance to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as directed by the engineer. Before abrasive blast cleaning operations are to begin, prepare a representative trial area on the slope paving surfaces, and have a method of blast cleaning approved by the engineer.

C.4 Water Cleaning Operation

After abrasive blast cleaning operations are completed, clean the prepared surfaces with water in accordance to ASTM D4258. With this water cleaning, remove all dust and loose material from the front face of the abutment, girder faces and bottom flanges, top of retaining wall below slope paving and slope paving of B-59-33 north abutment. Remove all loose concrete, dirt, dust or blast material that remains on the slope paving and multi-use path, as directed by the engineer.

C.5 Sack Rubbed Surface Finish

After all surface repair and epoxy crack filling had been performed; provide a sack rubbed finish to all cleaned concrete areas of abutment body, concrete diaphragms and girders in accordance to standard spec. 502.3.7.5. Sack rubbing will not be required on slope paving and top of retaining wall below slope paving.

D Measurement

The department will measure Cleaning Concrete by the square yard of surfaces blast cleaned, 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.180.04	Cleaning Concrete	SY

Payment is full compensation for protecting conduit and junction boxes; abrasive blast cleaning; water cleaning; sack rubbing; and furnishing all clean-up of the abutment, girders, slope paving and multi-use path area.

**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 2 (*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 May 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 the quality of HMA pavement placed in cold weather. 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 the 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 May 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 that introduces water into the mix.
 - 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 May 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. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (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 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.

506.3.2 Shop Drawings

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

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

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.
-

506.5 Payment

Correct errata by changing the reference to 506.3.22.

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

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
SHEBOYGAN 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, 2015

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

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

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

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

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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): 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	33.93	22.77	56.70
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.37	16.02	55.39
Painter	28.00	11.15	39.15
Pavement Marking Operator	23.37	23.30	46.67
Piledriver	30.11	26.51	56.62
Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Pay: Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. 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.			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Roofer or Waterproofer	23.00	7.12	30.12
Teledata Technician or Installer	21.15	8.45	29.60
Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.64	46.24
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

TRUCK DRIVERS

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	25.28	18.31	43.59
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	30.27	21.15	51.42
Future Increase(s): 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 .			
Pavement Marking Vehicle	33.22	15.41	48.63
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29

LABORERS

General Laborer	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	24.34	16.12	40.46
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
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	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
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 \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.00	0.69	18.69
Railroad Track Laborer	17.00	3.96	20.96

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).	37.72	21.15	58.87
Future Increase(s): 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 .			
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.	37.22	21.15	58.37
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Air 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	36.72	21.15	57.87

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.46	21.15	57.61
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.17	21.15	57.32
Fiber Optic Cable Equipment.	28.89	17.95	46.84
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs.	35.72	14.74	50.46

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.			
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

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: March 20, 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	30.77	16.62
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	28.72	23.47
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
Painters	22.82	11.52
Well Drilling:		
Well Driller	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015; Modification #1 dated January 16, 2015; Modification #2 dated March 20, 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: March 20, 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); end loader 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, end loader (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: March 20, 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.....	31.30	24.93% + 10.40	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)				

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:
20150512039PROJECT(S):
4640-06-71FEDERAL ID(S):
WISC 2015296

CONTRACTOR : _____

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

SECTION 0001 Contract Items

0010	203.0210.S Abatement of Asbestos Containing Material (structure) 01. B-59-33	LUMP	LUMP			.
0020	203.0225.S Debris Containment (structure) 01. B-59-33	LUMP	LUMP			.
0030	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. STA 99+19. 5	LUMP	LUMP			.
0040	204.0100 Removing Pavement	SY 950.000	.			.
0050	204.0150 Removing Curb & Gutter	LF 16.000	.			.
0060	204.0155 Removing Concrete Sidewalk	SY 215.000	.			.
0070	204.0195 Removing Concrete Bases	EACH 1.000	.			.
0080	204.0220 Removing Inlets	EACH 2.000	.			.
0090	204.0245 Removing Storm Sewer (size) 01. 12-Inch	LF 46.000	.			.

SCHEDULE OF ITEMS

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CONTRACT:
20150512039PROJECT(S):
4640-06-71FEDERAL ID(S):
WISC 2015296

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.9090.S Removing (item description) 01. Removing Steel Pipe Railing	66.000 LF	.		.	
0110	205.0100 Excavation Common	615.000 CY	.		.	
0120	206.1000 Excavation for Structures Bridges (structure) 01. B-59-33	LUMP	LUMP		.	
0130	210.0100 Backfill Structure	155.000 CY	.		.	
0140	213.0100 Finishing Roadway (project) 01. 4640-06-71	1.000 EACH	.		.	
0150	305.0120 Base Aggregate Dense 1 1/4-Inch	750.000 TON	.		.	
0160	415.0090 Concrete Pavement 9-Inch	800.000 SY	.		.	
0170	415.0410 Concrete Pavement Approach Slab	150.000 SY	.		.	
0180	416.0180 Concrete Driveway 8-Inch	10.000 SY	.		.	
0190	416.0610 Drilled Tie Bars	18.000 EACH	.		.	

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WISC 2015296

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	416.0620 Drilled Dowel Bars	102.000 EACH	.		.	
0210	465.0120 Asphaltic Surface Driveways and Field Entrances	2.000 TON	.		.	
0220	502.0100 Concrete Masonry Bridges	528.000 CY	.		.	
0230	502.3200 Protective Surface Treatment	1,640.000 SY	.		.	
0240	502.5005 Masonry Anchors Type L No. 5 Bars	144.000 EACH	.		.	
0250	502.5010 Masonry Anchors Type L No. 6 Bars	148.000 EACH	.		.	
0260	503.0145 Prestressed Girder Type I 45-Inch	281.000 LF	.		.	
0270	505.0405 Bar Steel Reinforcement HS Bridges	980.000 LB	.		.	
0280	505.0605 Bar Steel Reinforcement HS Coated Bridges	126,975.000 LB	.		.	
0290	506.2605 Bearing Pads Elastomeric Non-Laminated	8.000 EACH	.		.	
0300	506.4000 Steel Diaphragms (structure) 01. B-59-33	18.000 EACH	.		.	

SCHEDULE OF ITEMS

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WISC 2015296

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	509.1500 Concrete Surface Repair	86.000 SF	.		.	
0320	509.9020.S Epoxy Crack Sealing	57.000 LF	.		.	
0330	516.0500 Rubberized Membrane Waterproofing	34.000 SY	.		.	
0340	517.1010.S Concrete Staining (structure) 01. B-59-33	2,155.000 SF	.		.	
0350	517.1050.S Architectural Surface Treatment (structure) 01. B-59-33	2,155.000 SF	.		.	
0360	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-59-33	LUMP	LUMP		.	
0370	517.6001.S Portable Decontamination Facility 01. B-59-33	1.000 EACH	.		.	
0380	601.0407 Concrete Curb & Gutter 18-Inch Type D	16.000 LF	.		.	
0390	602.0410 Concrete Sidewalk 5-Inch	1,870.000 SF	.		.	
0400	602.0515 Curb Ramp Detectable Warning Field Natural Patina	8.000 SF	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0410	604.0400 Slope Paving Concrete	10.000 SY	.		.	
0420	606.0300 Riprap Heavy	300.000 CY	.		.	
0430	607.0600.S Storm Sewer Pipe (inch) 01. 12-Inch	46.000 LF	.		.	
0440	611.1230 Catch Basins 2x3-FT	2.000 EACH	.		.	
0450	611.8110 Adjusting Manhole Covers	2.000 EACH	.		.	
0460	611.8115 Adjusting Inlet Covers	1.000 EACH	.		.	
0470	612.0406 Pipe Underdrain Wrapped 6-Inch	190.000 LF	.		.	
0480	616.0700.S Fence Safety	250.000 LF	.		.	
0490	619.1000 Mobilization	1.000 EACH	.		.	
0500	624.0100 Water	4.000 MGAL	.		.	
0510	625.0100 Topsoil	700.000 SY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512039PROJECT(S):
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0520	628.1504 Silt Fence	400.000				
		LF	.		.	
0530	628.1520 Silt Fence Maintenance	400.000				
		LF	.		.	
0540	628.1905 Mobilizations Erosion Control	3.000				
		EACH	.		.	
0550	628.1910 Mobilizations Emergency Erosion Control	3.000				
		EACH	.		.	
0560	628.2008 Erosion Mat Urban Class I Type B	700.000				
		SY	.		.	
0570	628.7005 Inlet Protection Type A	5.000				
		EACH	.		.	
0580	628.7015 Inlet Protection Type C	11.000				
		EACH	.		.	
0590	628.7020 Inlet Protection Type D	3.000				
		EACH	.		.	
0600	628.7570 Rock Bags	140.000				
		EACH	.		.	
0610	629.0210 Fertilizer Type B	1.000				
		CWT	.		.	
0620	630.0140 Seeding Mixture No. 40	10.000				
		LB	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512039PROJECT(S):
4640-06-71FEDERAL ID(S):
WISC 2015296

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0630	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	3.000 EACH	.		.	
0640	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	2.000 EACH	.		.	
0650	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	2.000 EACH	.		.	
0660	637.2210 Signs Type II Reflective H	65.180 SF	.		.	
0670	638.2602 Removing Signs Type II	10.000 EACH	.		.	
0680	638.3000 Removing Small Sign Supports	5.000 EACH	.		.	
0690	642.5001 Field Office Type B	1.000 EACH	.		.	
0700	643.0100 Traffic Control (project) 01. 4640-06-71	1.000 EACH	.		.	
0710	643.0300 Traffic Control Drums	7,595.000 DAY	.		.	
0720	643.0420 Traffic Control Barricades Type III	2,219.000 DAY	.		.	
0730	643.0705 Traffic Control Warning Lights Type A	3,355.000 DAY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
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4640-06-71FEDERAL ID(S):
WISC 2015296

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0740	643.0715 Traffic Control Warning Lights Type C	2,717.000 DAY	.		.	
0750	643.0900 Traffic Control Signs	1,437.000 DAY	.		.	
0760	643.0920 Traffic Control Covering Signs Type II	5.000 EACH	.		.	
0770	643.1050 Traffic Control Signs PCMS	42.000 DAY	.		.	
0780	643.3000 Traffic Control Detour Signs	36,110.000 DAY	.		.	
0790	645.0120 Geotextile Fabric Type HR	313.000 SY	.		.	
0800	646.0106 Pavement Marking Epoxy 4-Inch	848.000 LF	.		.	
0810	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	403.000 LF	.		.	
0820	650.4000 Construction Staking Storm Sewer	2.000 EACH	.		.	
0830	650.4500 Construction Staking Subgrade	228.000 LF	.		.	
0840	650.6500 Construction Staking Structure Layout (structure) 01. B-59-33	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
0850	650.7000 Construction Staking Concrete Pavement	228.000 LF	.		.	
0860	650.8500 Construction Staking Electrical Installations (project) 01. 4640-06-71	LUMP	LUMP		.	
0870	650.9910 Construction Staking Supplemental Control (project) 01. 4640-06-71	LUMP	LUMP		.	
0880	650.9920 Construction Staking Slope Stakes	228.000 LF	.		.	
0890	652.0125 Conduit Rigid Metallic 2-Inch	48.000 LF	.		.	
0900	652.0135 Conduit Rigid Metallic 3-Inch	24.000 LF	.		.	
0910	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,142.000 LF	.		.	
0920	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	490.000 LF	.		.	
0930	652.0405 Conduit Reinforced Thermosetting Resin 2-Inch	30.000 LF	.		.	
0940	653.0135 Pull Boxes Steel 24x36-Inch	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0950	653.0220 Junction Boxes 18x6x6-Inch	6.000 EACH	.		.	
0960	654.0105 Concrete Bases Type 5	3.000 EACH	.		.	
0970	655.0610 Electrical Wire Lighting 12 AWG	525.000 LF	.		.	
0980	655.0615 Electrical Wire Lighting 10 AWG	120.000 LF	.		.	
0990	655.0620 Electrical Wire Lighting 8 AWG	2,055.000 LF	.		.	
1000	657.6005.S Anchor Assemblies Light Poles on Structures	2.000 EACH	.		.	
1010	690.0150 Sawing Asphalt	10.000 LF	.		.	
1020	690.0250 Sawing Concrete	315.000 LF	.		.	
1030	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000		500.00	
1040	715.0502 Incentive Strength Concrete Structures	3,168.000 DOL	1.00000		3168.00	
1050	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	300.000 HRS	5.00000		1500.00	

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			DOLLARS	CTS	DOLLARS	CTS
1060	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	600.000 HRS	5.00000		3000.00	
1070	SPV.0060 Special 01. Inlet Covers Type H Special	2.000 EACH	.		.	
1080	SPV.0060 Special 02. Lamp Disposal High Intensity Discharge	2.000 EACH	.		.	
1090	SPV.0060 Special 03. Removing And Re-Installing Lighting Units	1.000 EACH	.		.	
1100	SPV.0060 Special 04. Light Poles City Of Sheboygan Aluminum Round Tapered 30-Ft	4.000 EACH	.		.	
1110	SPV.0060 Special 05. Luminaires City Of Sheboygan Decorative Led	4.000 EACH	.		.	
1120	SPV.0060 Special 06. Luminaires City Of Sheboygan Pathway Underdeck Led	2.000 EACH	.		.	
1130	SPV.0060 Special 07. Sanitary Manhole Covers Type J Special	2.000 EACH	.		.	
1140	SPV.0060 Special 08. Adjusting Water Valve Box	3.000 EACH	.		.	
1150	SPV.0090 Special 01. Conduit Reinforced Thermosetting Resin 3/4-Inch	30.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1160	SPV.0090 Special 02. Concrete Curb And Gutter Integral 20-Inch	340.000 LF	.		.	
1170	SPV.0090 Special 03. Railing Steel Type C3 Galvanized B-59-33	476.000 LF	.		.	
1180	SPV.0090 Special 04. Railing Steel Type C3 Galvanized Off-Structure	72.000 LF	.		.	
1190	SPV.0105 Special 01. Removing Underdeck Lighting	LUMP	LUMP		.	
1200	SPV.0105 Special 02. Concrete Pavement Joint Layout	LUMP	LUMP		.	
1210	SPV.0105 Special 03. Remove And Replace Existing Retaining Wall	LUMP	LUMP		.	
1220	SPV.0105 Special 04. Marine Traffic Control	LUMP	LUMP		.	
1230	SPV.0120 Special 01. Water For Seeded Areas	4.000 MGAL	.		.	
1240	SPV.0180 Special 01. Concrete Pavement Shes 9-Inch	195.000 SY	.		.	
1250	SPV.0180 Special 02. Concrete Joint Sealing	995.000 SY	.		.	
1260	SPV.0180 Special 03. Concrete Pavement Cold Weather Covering	995.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1270	SPV.0180 Special 04. Cleaning Concrete	310.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE