

HIGHWAY WORK PROPOSAL

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

Proposal Number:

4 Ø

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Outagamie	4990-03-71	WISC 2015 297	Little Chute Canal Bridge Village of Little Chute	Non-Highway

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: May 12, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time April 28, 2016	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 15%	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)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

For Department Use Only

Type of Work Structure removal and replacement, asbestos abatement, concrete pavement, curb and gutter, base aggregate, lighting, benches, trash receptacles, bike racks, signing, pavement markings, erosion control.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/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.

Special Provisions

Table of Contents

Article	Description	Page #
1.	General.....	2
2.	Scope of Work.	2
3.	Prosecution and Progress.	2
4.	Holiday Work Restrictions.	2
5.	Utilities.....	3
6.	Environmental Protection, Aquatic Exotic Species Control.....	5
7.	Construction Over or Adjacent to Navigable Waters.	6
8.	Coordination with Fox River Navigational System Authority Canal Repair Project.....	6
9.	Temporary Access Structure.....	6
10.	Abatement of Asbestos Containing Material (Structure) P-44-0706, Item 203.0210.S.01.	7
11.	Removing Old Structure Over Waterway With Minimal Debris (Station) 12+00, Item 203.0600.S.01.	8
12.	Removing Building (Station) 11+65.....	10
13.	QMP Base Aggregate.	10
14.	Steel Counterweights.	18
15.	Construction Staking Initial Layout.....	21
16.	Pavement Marking, Handicapped Symbol, Item SPV.0060.01.....	21
17.	Bench, Item SPV.0060.02.....	22
18.	Trash Receptacle, Item SPV.0060.03.	22
19.	Bike Rack, Item SPV.0060.04.	23
20.	Island Park Sign, Item SPV.0060.05.	23
21.	Access Doors, Item SPV.0060.06.....	24
22.	Decorative Luminaires, Item SPV.0060.07.	26
23.	14-Inch Concrete Base Special, Item SPV.0060.08.	27
24.	Electrical Panelboard P2, Item SPV.0060.09.	28
25.	Access Ladders, Item SPV.0060.10.....	28
26.	Hanger Assemblies, Item SPV.0105.01.....	29
27.	Fluid Power System, Item SPV.0105.02.	32
28.	Machinery, Item SPV.0105.03.....	36
29.	Electrical Work, Item SPV.0105.04.	46
30.	Concrete Pavement Joint Layout, Item SPV.0105.05.....	56
31.	Concrete Pavement 7-Inch Colored, Item SPV.0180.01.	56

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4990-03-71, Little Chute Canal Bridge, Village of Little Chute, Non-Highway, Outagamie 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 structure removal and replacement, asbestos abatement, concrete pavement, curb and gutter, base aggregate, lighting, benches, trash receptacles, bike racks, signing, pavement markings, erosion control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

4. Holiday Work Restrictions.

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

- From noon Friday, 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;
- From noon Wednesday, November 25, 2015 to 6:00 AM Monday, November 30, 2015 for Thanksgiving;
- From noon Wednesday, December 23, 2015 to 6:00 AM Monday, December 28, 2015 for Christmas;
- From noon Thursday, December 31, 2015 to 6:00 AM Monday, January 4, 2016 for New Year's Day;
- From noon Friday, March 25, 2016 to 6:00 AM Monday, March 28, 2016 for Easter.

107-005 (20050502)

5. 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 this construction project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of the underground and overhead facilities.

If utility relocations are required during construction operations coordination with utilities will be required to minimize impacts during construction.

AT&T Wisconsin – Communication Line (AT&T) AT&T has an underground communication line that runs from an existing pedestal box, located at Station 12+62 33.7'LT, to the northeast along the south side of Mill Street.

The existing pedestal box is located within the boundaries of the proposed concrete parking lot. Therefore, the pedestal box will be relocated approximately 30' south between the canal and proposed sidewalk to avoid the proposed pavement. The utility relocation is anticipated to be completed prior to June 2015.

Paul Krautkramer
AT&T Wisconsin
205 S. Jefferson Street
Green Bay, WI 54301
Phone: (920) 433-4142
Email: pk3856@att.com

Heart of the Valley – Sanitary Sewer Heart of the Valley has no utilities located within the project area.

Kaukauna Utilities – Electric (KU-E) KU-E has overhead facilities within the project limits. Existing poles are located at approximately Station 10+98 34.3’LT and Station 12+58 29.1’LT and have an existing three-phase overhead line running between the poles over the canal. A three-phase overhead line runs east along Island Park from the Station 10+98 pole. A three-phase overhead line runs northwest along the west side of Monroe Street from the Station 12+58 pole. A three-phase overhead line runs northeast along the north side of Mill Street from the Station 12+58 pole.

The existing pole at Station 12+58 is located within the boundaries of the proposed concrete parking lot. The existing pole will be relocated 25’ south to avoid the proposed pavement. The utility relocation is anticipated to be completed in Spring 2016 following the completion of Structure B-44-0287 and prior to the installation of concrete pavement. Coordination with KU-E will be required to minimize impacts during construction.

Contractor shall maintain clearance requirements per OSHA from all overhead lines. In general, contractor shall maintain a minimum of 20’ clearance from overhead lines.

Lonnie Pichler
Kaukauna Utilities
777 Island Street, PO Box 1777
Kaukauna, WI 54130-7077
Phone: (920) 462-0217
Email: lpichler@ku-wi.org

Time Warner Cable (TWC) TWC has overhead facilities located on Kaukauna Utilities electric poles including the existing pole at Station 12+58. An overhead line runs northwest along the west side of Monroe Street and an overhead line runs northeast along the north side of Mill Street from the Station 12+58 pole.

Relocation of the lines will be coordinated with Kaukauna Utilities by TWC. The relocation is anticipated to be completed in Spring 2016 following the completion of Structure B-44-0287 and prior to installation of concrete pavement.

Vince Albin
Time Warner Cable
3520 Destination Drive
Appleton, WI 54915
Phone: (920) 831-9249
Email: vince.albin@twcable.com

Village of Little Chute Public Works (VLC) VLC has existing 8-inch underground water main that runs southwest along Mill Street and southeast along Monroe Street to a tee at approximately Station 12+85 19’LT. A hydrant lead runs southwest from the tee with an existing hydrant located at approximately Station 12+81 33’LT.

The existing hydrant is located within the boundaries of the proposed concrete parking lot. Therefore, the hydrant will be relocated 20' northwest to avoid the proposed pavement. The utility relocation is anticipated to be completed prior to June 2015.

VLC has existing 42" storm sewer along the east side of the project site. From an existing storm manhole at Station 12+99 45'RT, the storm sewer runs southwest for approximately 46 feet to a deflection angle and then runs south approximately 48'. The storm sewer outlet is in the canal wall. The storm sewer varies in depth from approximately 14' deep at the manhole to approximately 4' deep at the outlet. No conflicts are anticipated with the existing storm sewer.

Roy Van Gheem
Director of Public Works
Village of Little Chute
1940 Buchanan Street
Little Chute, WI 54140
Phone: (920) 788-7395
Email: roy@littlechutepw.com

WE Energies – Gas WE Energies – Gas has no utilities located within the project area.

6. 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)

7. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

The Little Chute Canal is classified as a navigable waterway.

107-060 (20040415)

8. Coordination with Fox River Navigational System Authority Canal Repair Project

The Little Chute Canal is currently drained for a Fox River Navigational System Authority (FRSNA) canal wall repair project and will remain drained until the completion of the Little Chute Canal Bridge. The canal wall repair project is expected to be completed in the summer of 2015.

9. Temporary Access Structure.

The existing temporary access structure adjacent to existing Structure P-44-0706 is currently being leased to the Village of Little Chute for access to the island. The Contractor may not use the temporary access structure for construction operations without a signed agreement with the Village of Little Chute. A fee may be required for use of the structure during construction.

10. Abatement of Asbestos Containing Material (Structure) P-44-0706, 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 All-119523, inspected Structure P-44-0706 (Mechanical Building) for asbestos on September 11, 2013. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities:

Description	Location	Category	Approx. Quantity
8"x8" Grey Shingle	Roof	1	180 sq ft
16"x6"x3" Grey Tiles	Roof	1	30 sq ft
Tar-like material	Around vent pipe on roof	1	2 sq ft

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Brian Edwards, (920) 492-0149. In accordance with 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 Van Price, (920) 492-7175 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 P-44-0706, Mill Street over Little Chute Canal.
- Site Address: Section 21 T21N R18E; 44°16'35.5" N Latitude, -88°19'01.48" W Longitude; Village of Little Chute.
- Ownership Information: Village of Little Chute.
- Contact: Craig Treadway, P.E., JT Engineering
- Phone: (920) 468-4771
- Age: 87 years. This structure was constructed in 1928.
- Area: N/S 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) P-44-0706	LS

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

203-005 (20120615)

11. Removing Old Structure Over Waterway With Minimal Debris (Station) 12+00, Item 203.0600.S.01.

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

Supplement standard spec 203.3.4(2) with the following:

The removal of existing Structure P-44-0706 shall include removal of existing abandoned bascule bridge and the existing temporary access bridge. The temporary access bridge shall be removed after installation of the permanent new bridge.

The removal of existing bascule bridge shall include, but not limited to, the bridge span, all bridge elements at or above ground level including the counterweight, counterweight support framing and traffic gates; all bridge elements inside the bascule pier including all machinery and mechanical/electrical systems, and partial demolition of both piers as detailed in the plans.

The following items shall be salvaged during demolition operations of Structure P-44-0706:

1. Navigational Lights (2) under the existing bridge on the east and west sides of the bridge.
2. Traffic/Pedestrian gate systems (2) including machinery, gears and motor controls.
3. Pedestrian railing on west side of the existing structure.

The salvaged items shall be set aside onsite and the Village of Little Chute Department of Public Works shall be notified for pickup.

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) Remove the existing Structure P-44-0706 over the Little Chute Canal 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 floor of the lock, waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the floor of the lock, 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. The contractor shall not leave small concrete pieces or other debris scattered over the floor of the lock.
- (2) 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) 12+00	LS

12. Removing Building (Station) 11+65.

Supplement standard spec 203.3.4(2) with the following:

The removal of existing control house shall include, but not limited to, demolition of the entire existing building above the ground floor including all mechanical/electrical systems, removal of all elements (including the mechanical/electrical systems) within the exterior concrete walls below the ground floor, removal of the door between building stairwell and the bridge pier pit, and all concrete walls and floors within 2 feet depth below the finished grade level including the slab above the stairwell. The removal limit under this pay item will be up to the outside face of the bridge pier wall.

After demolition of the building, the void space inside the concrete walls and the stairwell shall be filled with granular backfill. The backfill will be paid for separately under item 209.0100 Backfill Granular.

13. 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)

14. Steel Counterweights.

A Description

This special provision describes performing balancing calculations and adjusting the dimensions of the steel counterweights and the number and size of balance adjustment plates to be provided underneath the rest pier floor beam as described below.

The configuration and construction of the counterweights and balance adjustment plates shall be as shown in the plans except as specified below under Balance Calculations.

The final weight of the counterweights shall be determined by the contractor by adjusting the thickness of the 3 feet diameter outer steel plates of the steel counterweights. The balancing calculations shall demonstrate a positive reaction (i.e. net downward force on the bearing) of 500 pounds at each rest pier bearing when counting only half of the total balance adjustment plates provided, and a minimum tensile force of 100 pounds in each hanger in any position of the bascule leaf.

During final balancing of the completed bridge, the balancing plates at the rest pier floor beam shall be adjusted to provide a positive reaction of 500 pounds (± 20 pounds) at each rest pier bearing; the extra balance plates shall be stored in the pier as directed by the engineer.

The contractor shall assume full responsibility for the correctness of final detailing and construction of the counterweights, so that when completed, the bridge will be in proper balance as described in D.5 Acceptance.

B Materials

The counterweights and balance adjustment plates consist of steel plates as detailed in the plans.

C Balancing Calculations

C.1 Prepare complete center of gravity calculations from approved shop details of the leaf and all parts attached thereto. In order to permit detailed checking, prepare these calculations by grouping material and computing subtotals as directed by the engineer. No fabrication or construction shall proceed on the counterweights until the contractor's balance calculations, drawings and/or final details have been approved by the engineer.

C.2 It is the contractor's responsibility to ensure that calculated or scaled net weights and locations of center-of-gravity for all items comprising the movable portions of the bascule span are clearly shown on the corresponding shop detail drawing or data sheet. Weights and balances will not be checked by the engineer. The actual weight of the span leaf shall be checked by verifying the calculated versus measured reactions at the rest pier before attaching the hangers. If the measured reactions vary by more than 2% of the calculated, the contractor shall make necessary adjustments to balance the span as described in the Balancing section below.

It is the contractor's sole responsibility to maintain proper balance of the leaves at all times, and to provide such restraints or supports as required to maintain the leaf and balance arm/counterweight stability.

C.3 The contractor shall assume full responsibility for the correctness of final detailing and construction of the counterweight, so that when completed, there will be positive tension in the hangers for all angles of operation and the end reactions will be as specified in the lowered position. Size the counterweights to allow adjustments to accommodate 2.0% under-run and 2.0% over-run in the moment of the bascule span elements forward of the center of upper trunnion.

The balancing of the leaf can be accomplished by any combination of the following:

1. Varying the thickness of the 3 feet diameter outer steel plates of the steel counterweights.
2. Changing the numbers and size of balance adjustment plates attached to the rest pier floor beam.

If the final thickness of the counterweight plates and the number and dimensions of the adjustment plates differ from those shown in the plans, adjust the associated details and dimensions accordingly. The proposed adjustments shall be included in the shop drawings.

D Construction

D.1 The steel counterweights and balance adjustment plates shall be fabricated, painted and erected as specified for the structural steel..

D.2 The balance arms and counterweights shall be supported and secured in stable position until the fully completed span leaf is attached to the balance arms with hangers, and the bridge is ready for final balancing. Submit proposed method and design details of supporting the counterweights, sealed and signed by a licensed engineer, for engineer's review. Such review does not, however, relieve the contractor of any responsibility in connection with the erection of the bridge.

D.3 Steel Adjustment Plates

Initially, install adjustment plates as required by the approved balancing calculations. Adjust number of plates as described in the subsequent article.

D.4 Balancing

Prior to balancing, remove any and all trash, loose materials and construction equipment from the span leaf.

Balance the bridge to provide 500 pounds (± 20 pounds) positive reactions at the rest pier bearings.

Initially, install three balance plates at each location. Test the balance the bascule span by means of dynamic pressure gage testing to monitor hydraulic system pressure during operation. Calculations shall then be made to determine the hanger force at each angle of opening cycle. The complete computations, conclusions and recommendations shall be furnished to the engineer. Add or remove balance plates to provide correct balance specified above. Use portable flat scale or similar device to measure the bearing reactions. After the balance plates have been adjusted to provide correct span balance, recheck the balance and hanger forces again. After final leaf balancing is completed, furnish a final report of the observed conditions including hydraulic pressures versus time for complete cycle of operation and calculations converting hydraulic pressures to hanger forces.

D.5 Acceptance

The balance of the bascule leaf shall be considered unacceptable if any of the following conditions occur. The engineer's judgment of unacceptable shall be final.

- After final balancing, the number of adjustment plates used is less than two at each location to provide 500 pounds (± 20 pounds) positive reactions at the rest pier bearings.
- After final balancing, the number of adjustment plates used is more than four at each location to provide 500 pounds (± 20 pounds) positive reactions at the rest pier bearings.

The contractor will be responsible for any corrective actions and work necessary to meet the acceptance criteria to the engineer's satisfaction, at no additional cost to the department.

E Measurement and Payment

This work specified herein will not be measured for payment.

The preparation of the balancing calculations and the shop drawings for counterweight, and all steel for the counterweights and the adjustment plates shall be included in the structural steel bid item.

15. Construction Staking Initial Layout.

Amend standard spec 650.3.8 with the following:

Set additional stakes and marks as needed for correct layout of all concrete pavement parking lot and sidewalk pavement bid items in project 4990-03-70.

16. Pavement Marking, Handicapped Symbol, Item SPV.0060.01.**A Description**

This special provision describes furnishing and applying special pavement markings consisting of lines and symbols.

B Materials

Furnish pavement markings materials that are according to the pertinent requirements of standard spec 646.2.

C Construction

Apply pavement markings according to the pertinent requirements of stand spec 647.3.

D Measurement

The department will measure Pavement Marking Handicapped Symbol as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Pavement Marking, Handicapped Symbol	Each

Payment is full compensation for preparing the surface, including brush-off blasting of concrete; for providing all marking; for protecting marking until dry or cured; and for replacing marking improperly constructed or that fails during the proving period. Payment for paint items also includes remarking if initially applied at less than 90% of the specified rate.

17. Bench, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing benches as shown on the plans, and as hereinafter provided.

B Materials

Benches shall be DuMor, Inc., Model 143-60PL, Recycled Plastic “Redwood”.

C Construction

The installation of the benches shall be in accordance to the manufacturer’s instructions.

D Measurement

The department will measure Benches as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Bench	Each

Payment is full compensation for furnishing and delivering all materials, including bench structure and mounting hardware; and for installing each bench as per manufacturer’s instructions.

18. Trash Receptacle, Item SPV.0060.03.

A Description

This special provision describes furnishing and installing trash receptacles as shown on the plans, and as hereinafter provided.

B Materials

Trash Receptacles shall be Wabash Valley, Inc., Model LR300P-Perforated (Gray) with lid FT105 (Cranberry).

C Construction

The installation of the trash receptacles shall be in accordance to the manufacturer’s instructions.

D Measurement

The department will measure Trash Receptacles as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Trash Receptacle	Each

Payment is full compensation for furnishing and delivering all materials, including trash receptacle structure and mounting hardware; and for installing each trash receptacle as per manufacturer's instructions.

19. Bike Rack, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing bike racks as shown on the plans, and as hereinafter provided.

B Materials

Bike Racks shall be DuMor, Inc., Model 188-11 (S-1 Embedment).

C Construction

The installation of the bike racks shall be in accordance to the manufacturer's instructions using S-1 Embedment.

D Measurement

The department will measure Bike Racks as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Bike Rack	Each

Payment is full compensation for furnishing and delivering all materials, including bike rack structure and mounting hardware; and for installing each bike rack as per manufacturer's instructions.

20. Island Park Sign, Item SPV.0060.05.

A Description

This special provision describes furnishing and installing the Island Park Sign as shown on the plans, and as hereinafter provided.

B Materials

The Island Park Sign shall consist of a 2-inch thick sign foam panel mounted between two 6"x6" wood posts as shown on plan details. Sign foam shall be sealed with primer prior to painting and finishing. The wood posts shall be installed using direct embedment to depth recommended by manufacturer. Dimensions not shown on plans can be provided by Village of Little Chute. Contact Tom Flick at (920) 788-7390.

Colors and finishing shall be as shown on plans and as follows:

- Wood Posts, Front Panel Background: Matthews MP 05234 – Beige (Paint)
- Wood Posts Notch, Front Panel Outline, Graphics, Edges, Back Panel: SW 6959 – Blue Chip (Paint)
- Front Panel Lettering, Front Panel Outline: Oracal 751070 – Black (Vinyl)
- Village of Little Chute Logo: Digital print from provided artwork. Contact Tom Flick at (920) 788-7390 for Village of Little Chute logo information and digital files.

Contractor shall submit shop drawings for approval by engineer and Village of Little Chute prior to manufacturing. Indicate on shop drawings all layout, dimensions, and materials necessary for manufacturing the sign.

For reference, similar signs have been constructed by the Village of Little Chute at other parks throughout the Village. Specific examples include Van Lieshout Park, corner of Elm Drive and Vandenbroek Road, and Heesakker Park, 1600 E. Lincoln Avenue.

C Construction

Island Park Sign shall be constructed at the location and dimensions shown on the drawings.

D Measurement

The department will measure Island Park Sign as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Island Park Sign	Each

Payment is full compensation for furnishing delivering and installing sign components.

21. Access Doors, Item SPV.0060.06.

A Description

A.1 General

This special provision describes installing the access doors in the bascule pier sidewalks as detailed in the plans and the special provisions.

A.2 Submittals

Prepare and submit shop drawings along with product data from the manufacturers for engineer's review as provided in standard specs 105.2 and 506.3.2 and the special provisions.

B Materials

Access door shall be a single leaf, Model Q-3 as manufactured by The BILCO Company, P.O. Box 1203, New Haven, CT 06505 (Ph. 203-934-6363); or Model CAS1 as manufactured by Jansen MetalTech, 450 East Glendale Ave, Sparks, NV 89431, phone (775) 352-2716; or an approved equal. The access shall be pre-assembled unit from the manufacturer with the following characteristics:

1. Cover – Galvanized 1/4” steel diamond pattern plate reinforced to support a minimum live load of 150 psf with a maximum deflection of 1/150th of the span.
2. Frame - Galvanized 1/4” steel angle frame with anchors welded for installation in concrete.
3. Hinges - specifically designed for horizontal installation and bolted to the underside of cover.
4. Lifting mechanisms - Cam-action hinges that pivot on torsion bars to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and to act as a check in retarding downward motion of the cover when closing.
5. Cover to be watertight, for exterior application.
6. Provide a removable exterior turn/lift handle with a spring loaded ball detent to open the cover. Provide lock and key operable from the sidewalk.
7. Cover to be equipped with a steel hold open arm that automatically locks when the cover in the open position.
8. Provide a Type 316 stainless steel snap lock with fixed handle on the underside of the cover.
9. All hardware shall be galvanized steel or Type 316 stainless steel.
10. Factory finish - alkyd based red oxide primer over galvanized steel.

C Construction

Install access doors according to the manufacturer’s recommendations.

D Measurement

The department will measure Access Doors by the individual access door, 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	Access Doors	Each

Payment is full compensation for furnishing and installing the doors.

22. Decorative Luminaires, Item SPV.0060.07.

A Description

This special provision describes furnishing and installing decorative luminaires as shown on the plans, and as hereinafter provided.

B Materials

Decorative lamp post shall be Whatley, Inc., Model RS4-D20S-12-AB-DBZ-30-30.

Decorative arm shall be Whatley, Inc., Model PT51 (6061-T1 Alum).

Decorative luminaire fixture shall be Whatley, Inc., Model 1390-35WLED-DBZ-V-PEC with acrylic refractor lens. Fixture shall be provided without HID ballast. Fixture shall have 120V socket voltage. Lamp shall be 35W LED HID Retrofit Lamp, 3000K.

The photo control cell shall provide automatic switching for outdoor lighting loads. The photo control shall have a rating of not less than 1800VA. The phot control device shall provide switching for nominal voltage fixtures of 120V $\pm 10\%$ to accommodate fluctuations in supply voltage. The photo control shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application. The photocell shall have a light-level monitoring range of 1.5 to 10 fc with an adjustment for the turn-on and turn-off levels within that range, and a directional lens in front of the photocell to prevent fixed light sources from causing turn-off. The devices shall be equipped with a fifteen second minimum time delay to prevent false operation and provided with a metal oxide varistor surge protection device. Mounting provisions of the twist lock type complying with NEMA C136.10, with base and stem mounting or stem and swivel mounting accessories as required to direct sensor to the north sky exposure. The photo control components shall consist of a metal film resistor, dual temperature compensating bi-metal blades, snap action contact blades, chemically treated/polymer encapsulated cadmium sulfide photocell and silver alloy contacts to ensure reliable operation.

C Construction

The installation of the decorative luminaires shall be in accordance to the pertinent requirements of standard spec 659.3.3 and the manufacturer's instructions.

One photo control cell shall be installed for each lighting circuit (north end and south end) on the project. The photo cell shall be installed in a location where snow buildup will not alter the operation of the cell. Location of the cell shall also be in an area that is not difficult to access for Village of Little Chute staff to perform maintenance as required.

D Measurement

The department will measure Decorative Luminaires as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Decorative Luminaires	Each

Payment is full compensation for providing all materials including luminaires, lamp posts, arms, time switches, ballasts, lamps, fittings, brackets, hardware and attachments; and for luminaire fusing if required.

23. 14-Inch Concrete Base Special, Item SPV.0060.08.**A Description**

This special provision describes furnishing and installing 14-Inch concrete bases as shown on the plans, and as hereinafter provided. The concrete bases coincide with the specified decorative lamp post and luminaires.

B Materials

Furnish concrete base special materials in accordance to the pertinent requirements of standard spec 654.2.1, the construction details and decorative lamp post and luminaires manufacturer's (Whatley, Inc.) instructions.

C Construction

The installation of the concrete bases shall be in accordance to the pertinent requirements of standard spec 654.3.

D Measurement

The department will measure 14-Inch Concrete Base 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:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	14-Inch Concrete Base Special	Each

Payment is full compensation for providing all materials including embedded conduit and electrical components, anchor rods, nuts, washers, bar steel reinforcement, if required and for excavating, backfilling, and disposing of surplus materials.

24. Electrical Panelboard P2, Item SPV.0060.09.

A Description

This special provision describes furnishing and installing Electrical Panelboard P2 as shown on the plans, and as hereinafter provided. The panelboard coincides with the service for the specified decorative luminaires on the north end of the canal. Note: Panelboard P1 is included in Item Electrical Work.

B Materials

Provide 8 pole, NEMA 3R service entrance rated panelboard for electrical service for decorative luminaires on north end of the canal. Provide with bolt-on breakers with an amperage capacity of 100A, and 240/120V single phase rating. Bus shall be tin plated aluminum and rated for available fault current. SPD device shall be 240kA and shall be mounted in NEMA 3R enclosure.

C Construction

Coordinate location of panelboard P2 with Village and Utility.

All above ground electrical service conduit and fittings shall be rigid metal conduit.

Provide stainless steel strut and hardware for supports.

D Measurement

The department will measure Electrical Panelboard P2 as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Electrical Panelboard P2	Each

Payment is full compensation for providing all materials including NEMA 3R panelboard, conduit and fittings, circuit breakers, grounding electrodes and connections.

25. Access Ladders, Item SPV.0060.10.

A Description

A.1 General

This special provision describes furnishing and installing the access ladders in the bascule pier as detailed in the plans and the special provisions.

A.2 Submittals

Prepare and submit shop drawings along with product data from the manufacturers for engineer's review as provided in standard specs 105.2 and 506.3.2 and the special provisions.

B Materials

Access ladders shall be Series “F” Fixed Steel Ladder as manufactured by F S Industries, P.O. Box 72659, Providence, RI 02907; phone: (800) 421-0314; or approved equal. The access ladders shall be one-piece fully welded and hot-dip galvanized assemblies, and meet or exceed ANSI A14.3, OSHA 1910.27 and 1926.1053 standards.

C Construction

Install access ladders according to the manufacturer’s recommendations.

D Measurement

The department will measure Access Ladders by the individual access ladder, 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.0060.10	Access Ladders	Each

Payment is full compensation for furnishing and installing the ladders.

26. Hanger Assemblies, Item SPV.0105.01.**A Description**

This section governs the supply, fabrication and erection of hanger assemblies. Each hanger assembly consists of a structural strand with lower and upper sockets and associated pins, studs, nuts and other appurtenances.

B Materials and Fabrication

Hanger Sockets. Sockets for hanger strands shall have sufficient capacity to develop the full specified minimum breaking strength of the strand. For each socket design, the adequacy of the strength of the socket, with its associated pins, studs, nuts and other appurtenances, shall be demonstrated by calculations and test data acceptable to the engineer. The calculations shall be sealed by a professional engineer licensed in Wisconsin. All proposed materials and details shall be indicated in shop drawings.

The sockets shall be Open Strand Sockets, 2400 series, as furnished by Clodfelter Bridge and Structures International, Inc. (CBSI), or approved equal manufactured by Muncy Machine & Tools Company, PA; Houston Structures, Inc., OR; or WireCo WorldGroup, MO. The sockets shall be fully annealed castings of ASTM A 148 steel, Grade 105-85. In addition to the tension tests required by ASTM A 148, Charpy Impact tests in accordance to ASTM A 781 S9 shall be conducted; Charpy V-notch test values shall be not less than 24 ft.-lbs. at 10 degrees F.

All sockets and their associated pins, studs, nuts and other appurtenances shall be galvanized.

Hanger Strand. Hangers shall be made up of helical steel wire galvanized structural strands, of the size indicated in the plans, conforming to the requirements of ASTM A 586, with Class A weight zinc coating on inner wires and Class C weight zinc coating on outer wires, and shall be pre-stretched. Strands shall be properly coiled or rolled on reels. Any kinked or damaged strand will be rejected. Straightening of bent wires will not be permitted.

- a) Testing of Strand Wire: Tests of strand wire for physical requirements shall be conducted in accordance to ASTM A 586, Sections 7 and 8. Certified test reports covering all the tests specified herein shall be furnished to the engineer.
- b) Fabrication of Structural Strand: The steel wire shall be fabricated into structural strand in conformance with ASTM A 586. Inner wires shall have Class A weight zinc coating; outer wires shall have Class C weight zinc coating.

The strand shall be made on machines of sufficient size to ensure good workmanship. Once the manufacture of the strand has been started, no changes shall be made as to the grade of wire, construction or lay of strand, or other factors that would affect the uniformity of the product.

All hanger strand shall be pre-stretched by applying a load equal to 50 percent of its specified minimum breaking strength. Testing for strength and modulus of elasticity shall be conducted in accordance to ASTM A 586.

The ends of the test pieces shall be socketed with sockets of a design similar to those to be used in the bridge. When examined visually, sockets used in the tests shall show no distress after testing. The strand shall show a well-defined and uniform elastic stretch and recovery under stressing.

Fabrication of Hanger Assemblies. Hangers shall be fabricated by attaching sockets to strand in accordance to procedures submitted to the engineer prior to fabrication, and as required to achieve the test results and tolerances specified herein.

- a) Hanger Length: The length of a hanger shall be defined as the distance between the centers of the pins at the lower and upper sockets. The hanger length indicated in the plans is the required length at a tension of 6 kips.

Upon completion of fabrication, the length of each strand-socket assembly shall be measured in the shop with a tensile load of 6 kips applied on the assembly.

The measured lengths shall be submitted to the engineer for approval.

- b) Attachment of Sockets to Strand: Lower and upper sockets shall be attached to the strand such that the correct hanger length is achieved, within a tolerance of ¼ inch on the length of each hanger and 1/8 inch on the difference in length between the two hangers.

The wires of strand, after being splayed in preparation for socketing, shall be cleaned of grease and other impurities by a controlled process that will assure no harm is done to the wire galvanizing coating. After socketing, the strand wires adjacent to the socket shall be re-lubricated.

The basket of the socket shall be preheated to expel moisture and to prevent the molten zinc from congealing before it has completely filled the narrow lower end of the basket. Strand assemblies will be rejected if the socketing procedure results in bare wires within the socket.

The zinc used to attach the sockets to the strand shall comply with ASTM Specifications B6, High Grade, or better. The molten zinc shall be placed at the lowest practical temperature so as to minimize the effect of heat on the strands. The zinc temperature at the time of pouring shall be recorded for each socket and furnished to the engineer.

Certification shall be provided that the requirements of ASTM A 148 and B6 have been met.

- c) Certification of Socket Attachment: Certification shall be provided, based on load testing of assemblies similar to those intended for the bridge, to indicate that the socket and its attachment to the strand are of sufficient strength to produce failure in the strand material.

C Construction

C.1 Erection

The installation of hangers shall be coordinated with the erection of other components of the bridge girders, deck and balance arms.

D. Measurement

The department will measure Hanger Assemblies as a single complete lump sum unit of work, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Hanger Assemblies	LS

Payment is full compensation for furnishing, fabricating and erecting in place, including all additional requirements set forth herein and as shown on the drawings; and for furnishing all testing equipment.

27. Fluid Power System, Item SPV.0105.02.

A Description

This special provision describes furnishing all the fluid power system equipment, hydraulic fluid, shop drawings and performing all adjusting and field testing, necessary for proper operation of the fluid power system on the Little Chute Canal Bridge as shown on the plans and specified herein.

The fluid power system consists of the hydraulic machinery and the controls required to operate the hydraulic machinery and operate the bridge. Controls consist of the HPU Control Panel and the Operator Panel. The hydraulic machinery and controls shall be provided by same fabricator for single point responsibility.

See machinery plans for required fluid power machinery equipment and installation locations.

Provide 2 tie rod mounted proximity sensors at each hydraulic cylinder. Cylinder barrels to be fabricated from carbon steel, stainless steel, or brass as required to accommodate limit switch operation. Provide suitable magnetic pistons or magnetic bands at cylinder pistons to activate limit switches. Limit switches shall have Normally Closed contacts and the contacts shall only open upon activation. Adjust limit switches to activate at the cylinders strokes indicated on the plans.

See the electrical plans for the detailed requirements for the controls equipment.

The fluid power system equipment shall be installed under the bid item Machinery.

Provide field wiring and terminations for controls as part of bid item Electrical Work. Provide suitable cables with connectors for the cylinder tie rod mounted limit switches as part of this bid item. Coordinate length of cables with location of HPU Control Panel and limit switches power supply. See electrical plans.

Install Operator Panel as part of bid item Electrical Work.

Shop install HPU Control Panel on HPU, shop wire and terminate to the valves, motor and HPU accessories. Wiring and terminations shall be labeled to facilitate connection of field wiring.

Anchor HPU to pier floor with ¾" diameter stainless steel anchor bolts. Grout anchors in place to 6" minimum depth.

Provide steel enclosure for HPU. Enclosure shall be of bolted construction, sealed drip-proof, and shall completely cover top and all sides of the HPU with 14 gauge outer panels. Fasten enclosure to HPU at drip pan frame. Outer panels shall be ASTM A653 mild (low carbon) hot dipped galvanize. Framing shall be ASTM A36 hot dipped galvanized. Panels to have louvers to allow for adequate air flow and cooling of HPU

during operation and pass-through holes/slots for hydraulic hoses and electrical wiring. Enclosure hardware (hinges, clasps, handles) and fasteners shall be AISI Type 304 stainless steel. Enclosure shall be lockable and designed with removable or hinged panels to allow easy access to HPU components for inspection and maintenance.

Shop adjust and field adjust all hydraulic valves/equipment as part of this bid item. Assist the installing machinery contractor and electrical contractor as required. Provide supervision/inspection of field installation of equipment as necessary.

All systems or system elements specified with performance specifications only and any proprietary systems shall include all devices, materials and labor to complete the fluid power system to the satisfaction of the engineer and at no additional cost to the owner.

Obtain and pay for all permits, governmental fees, taxes, and licenses necessary for the proper execution and completion of the electrical work, including coordination efforts with local utilities.

Submit to governmental agencies and utility companies any shop drawings for equipment, which are required by these agencies, for their approval.

Notify the engineer of any materials or apparatus believed to be inadequate or unsuitable or in violation of laws, ordinances, rules or regulations of authorities having jurisdiction.

Any changes required in the contract documents must conform to the applicable codes and regulations, and all work required by the changes must be performed at no additional cost to the department.

B Materials

All materials shall be as shown and specified on the plans, and as specified herein.

C Construction

C.1 Submittals

Submit shop drawings for review by the engineer.

Complete catalog data, specifications, manufacturer's name, address and telephone numbers, and model numbers shall be provided.

Drawings and catalog data shall indicate which items under this bid item are covered, using the descriptive names and electrical identification numbers/symbols indicated on the plans or specified herein.

All submittals shall include a statement that the items covered are in compliance with the plans and special provisions. If not in compliance, provide written explanation marked on or attached to the submittal(s).

The equipment provided for a particular item or function shall be compatible with all other equipment associated with that item or function.

Detailed working drawings and wiring diagrams shall retain the same wire marks and equipment designations as shown on the contract document plans and special provisions. Provide wire marks where none are indicated in the contract documents.

Incomplete and/or illegible submittals shall be returned without review or comment and shall be completed and legible before resubmittal. Shop drawings that are not initialed and dated as checked shall be returned without review and comment and shall not be submitted until they are checked and completed.

Maintain an up-to-date submittal log and maintain constant contact with all suppliers and subcontractors to maximize coordination, cooperation, and to minimize the time required for the submittal process.

Submit to the engineer for review shop drawings, catalog cuts, and data in accordance to the Standard Specifications and these special provisions. Submit all electrical equipment furnished under these specifications and specified on the plan sheets for review. Organize submittals in logical groups. Incomplete submittals will be rejected without comment.

Submit detailed drawings for HPU enclosure for approval.

C.2 Coordination

Installation of equipment under this bid item shall be coordinated with all other bridge rehabilitation work. Identify and plan for conflicts in order to minimize work effort, disruptions to vehicular and water traffic, and overall bridge operation.

C.3 Identification

Install engraved, plastic-laminated labels for control panels and pilot devices as shown on the electrical plans. Labels shall be secured with self-tapping stainless steel screws. Text shall match terminology and numbering of the Contract documents and shop drawings.

Coordinate names, abbreviations, colors, and other designations used in electrical identification work with corresponding designations specified or indicated. Install numbers, lettering, and colors as approved in submittals and as required by code.

C.4 Shop Test

Shop test HPU with hydraulic cylinders and completed Operators Panel and HPU Control (Relay) Panel in the shop prior to shipment to bridge for installation.

Adjust hydraulic cylinder limit switches in the shop at the correct locations as described on the plans.

Submit documentation of shop test to engineer for approval. Engineer may elect to witness shop test. Provide engineer at least 4 weeks notice of shop test.

C.5 Operation & Maintenance Manual

Provide four copies of an Operation & Maintenance (O&M) manual covering all the fluid power system equipment installed to operate the bridge. O&M manual to contain the following in a single 3-ring binder:

- Description of hydraulic system operation.
- Approved, As-Built hydraulic circuit.
- Approved, As-Built control schematics and HPU wiring diagrams.
- Complete BOM with manufacturer's name and part numbers of all the fluid power machinery and control system equipment.
- Approved, As-Built shop drawings.
- Contact information for fluid power system fabricator.

C.6 Adjustment and Field Testing

Field adjustments and field testing of all equipment during and after installation will be required. Be prepared to make all required adjustments to the satisfaction of the department and engineer. Adjustments will be required during shop testing, installation of equipment and may also be required both during and after Final Acceptance Testing. Adjust hydraulic cylinder limit switches as required.

C.7 Final Acceptance Testing by the Engineer

Final acceptance testing will be witnessed by the engineer. At the time of Final Acceptance Testing be prepared to perform all necessary tests and make all necessary field adjustments to the control system equipment with assistance from electrical contractor and other contractors as required.

C.8 Training

Permit the chief bridge operator and the village bridge maintenance engineer and/or his representatives to be present during the installation of the fluid power system equipment, so that they may become familiar not only with the operation of all equipment but with their installation and adjustment.

Provide one day of training at the bridge for bridge personnel to be trained in the operation and maintenance of the fluid power system and equipment.

D Measurement

The department will measure Fluid Power System as a single lump sum unit of work for fluid power system, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Fluid Power System	LS

Payment is full compensation for furnishing and installing the electrical components control system, and documentation for the bascule span; and for furnishing testing equipment and software.

28. Machinery, Item SPV.0105.03.

A Description of Work

This special provision describes the furnishing and installation of the Upper Trunnion Bearing Assemblies, Lower Trunnion Bearing Assemblies, Span Lock machinery. Scope of work also includes the furnishing and installation of the clevis brackets, eye brackets, and pins for the hydraulic cylinders. Scope of work includes the installation of the hydraulic cylinders, hoses, hydraulic power unit and hydraulic fluid furnished under the bid item Fluid Power Equipment. Specific scope of work items are as follows:

- Attend pre-construction meeting
- Provide submittals (shop drawings)
- Coordination of machinery work with other disciplines
- Furnish and install upper and lower trunnion bearing assemblies
- Furnish and install span lock machinery
- Test and adjust span lock
- Install hydraulic cylinders, hydraulic power unit, field piping/hoses, and hydraulic fluid
- Clean and paint span lock
- Furnish and install primary and backup sump pumps
- Provide lubricants and lubricate all bearings and span lock machinery
- Provide Operating and Maintenance (O&M) Manual for upper and lower trunnion bearing assemblies, span lock. Provide Lubrication Drawing as part of the O&M manual
- Provide training to Village personnel
- Provide as-built drawings

All work shall be as shown on the plans.

A.1 Codes and Standards

Comply with the applicable requirements of AASHTO Standard Specifications for Movable Highway Bridges, referred to as the AASHTO. Latest edition shall be used.

Portions or all of certain recognized industry or association standards or specifications referred to as being a requirement of these special provisions shall be considered as binding as though reproduced in full herein unless supplemented and/or modified by more stringent requirements of the contract documents. Unless otherwise stated the reference standard or specification is that which is current as of the date of issuance of these special provisions. The following abbreviations will be used herein and on the plans to designate standard specifications for material and workmanship:

American Association of State Highway and Transportation Officials	AASHTO
American Gear Manufacturers Association	AGMA
American Iron and Steel Institute	AISI
American National Standard Institute	ANSI
American Society of Mechanical Engineers	ASME
American Society of Testing Materials	ASTM
American Welding Society	AWS
National Electrical Manufacturers Association	NEMA
National Lubricating Grease Institute	NLGI
Society of Automotive Engineers	SAE
American Railway Engineering Maintenance-of-Way Association	AREMA

B Materials

B.1 General

Fabricate all equipment in accordance to the best modern practice. The machine work shall be accurate, so as to avoid an excessive amount of hand fitting. Allowance shall be made in castings and forgings to provide ample material for planning, drilling, reaming and fitting. Keep material at the shop clean and protected from the weather. Match mark all fabricated components for shop and field assembly. Show materials for fabricated equipment on the plans. Materials for commercially manufactured equipment shall be as recommended by the manufacturer.

B.2 Alternate Equipment and Substitutions

The use of alternate equipment is permitted. The specification of a manufacturer's name and part number is for the purpose of defining quality, configuration, rating and arrangement of parts.

Equivalent products of another manufacturer may be substituted for the specified item upon approval of the engineer provided that any changes necessary as a result of the substitution to related machinery, structural and electrical parts shall be made by the contractor at no additional cost.

The use of alternate equipment shall in no way, as determined by the engineer, degrade the intended performance of the machinery system, reduce the design safety factors, or have negative impact on the longevity and/or maintainability of the machinery.

B.3 Span Lock Actuators

Provide self-contained electric linear actuator with rod clevis, protective bellows type rod boot, and trunnion brackets and other accessories as shown on the plans and specified herein. Details and dimensions shown on the plans are for Raco actuators of the thrust specified on the plans. Contractor shall be responsible for revisions to details, supports and dimensions required to accommodate an alternate actuator supplier.

Pins for rod clevis shall be provided to attach rod clevis to the lock bar and pins. Dimensions of pins shall be as required and a suitable means shall be provided to secure ends of pins when assembled.

Actuator must have an acme type or ball screw drive, an AC electric motor, an integral disc brake, integral adjustable limit switches for end of stroke shut-off in both directions.

Provide strain relief at the cord actuator connection points.

Control wiring shall be #14 minimum. Size power wiring to comply with the NEC based upon the motor supplied. See control schematics for the number of conductors required.

See electrical plans and specifications for additional integration into the bridge power and control system.

Provide actuator each capable of providing the linear thrust specified herein in both the extend and retract directions. Maximum actuator thrust shall be determined by the motor stall torque of the electric motor provided as part of the actuator.

Actuators shall be capable of operation in cold weather down to temperatures of minus 20 degrees F.

Actuator stroke shall be adjustable in the field. Actual stroke shall be as determined in the field and indicated on the Assembly shop drawings. Stroke shown on the plans are to be considered nominal and shall be the initial starting point for field adjustments unless otherwise noted on the Assembly shop drawings. Actuator shall be installed and strokes adjusted such that at least 1" of unused rod travel exists at each end of the working stroke. Rod speed shall be approximately 4 inches per second.

The length of the actuator as shown on the plans is nominal and based on catalog information. The actuator manufacturer shall provide actual dimensions necessary for locating and installation of the actuator structural supports.

Obtain from the actuator manufacturer the motor horsepower and other motor information required for proper selection and sizing of the reversing motor starter and motor overloads. The motor starter shall be equipped with overloads to prevent the actuator electric motors from producing greater than 150% full load motor torque for a time period greater than one minute.

Separate electronic thrust overload protection units provided by the actuator manufacturer to limit actuator thrust will not be permitted. Actuator motor starter with adjustable motor current overloads will be provided as part of the electrical work. The motor overloads shall be fast acting and adjustable up to 150% full load motor current for normal running and stall conditions while allowing full motor inrush current for motor starting. Overloads shall be initially set at 100% full load motor current.

Actuator shall be designed and fabricated to permit full sustained stall loading of the electric motor without damage to the actuator, span lock machinery, and supports. Conformance with this requirement shall be clearly stated on the actuator shop drawings.

The tentative electric motor horsepower of actuator is 0.5. Actuator electric motor shall be a high torque motor. This information must be verified by the actuator manufacturer and shall be indicated on the actuator submittals.

On-site assistance by the actuator manufacturer shall be provided during the initial startup and adjustment of the actuator. Actuator shall be electrically powered up for the first time with the actuator representative being present to oversee and approve the initial actuator adjustments.

Provide bellows type rod boots for actuator.

B.5 Fabricated Machinery

See plans for location and quantities of all machinery. Coordinate requirements and installation with electrical and structural work.

B.5.1 Bearings

Details shall be as shown on the plans.

B.5.2 Trunnion Shafts

Details shall be as shown on the plans.

B.5.3 Span Lock

Provide actuator supports as shown on the plans. Coordinate exact dimensions of the actuator supports with the exact dimensions of the actuator. Fabricate actuator supports from ASTM A36 structural steel.

Show the type, size and location of all welds on shop drawings. Inspect and test welds in accordance to the AWS welding code prior to stress relieving. Inspect welds using radiographic or ultrasonic methods. Submit certified test reports to the engineer. The engineer or its representative may send an inspector for observing the weld testing. Notify the engineer or its representative at least two weeks prior to the scheduled testing. The inspector will have the authority to reject the welds at any time during the testing. Give a stress relief heat treatment to welded components after welding. Submit a description of the heat treatment procedure to the engineer.

B.5.4 Clevises for Hydraulic Cylinders

Provide clevis brackets and eye brackets as shown on the plans to connect the hydraulic cylinders to the main girders and pier.

Show the type, size and location of all welds on shop drawings. Inspect and test welds in accordance to the AWS welding code prior to stress relieving. Inspect welds using radiographic or ultrasonic methods. Submit certified test reports to the engineer. The engineer or its representative may send an inspector for observing the weld testing. Notify the engineer or its representative at least two weeks prior to the scheduled testing. The inspector will have the authority to reject the welds at any time during the testing. Give a

stress relief heat treatment to welded components after welding. Submit a description of the heat treatment procedure to the engineer.

B.5.5 Pins

Provide pin for actuator rod eye. Pin must be cottered or secured by some other means to keep in place. Lubricate pin at time of assembly with bearing grease.

B.5.6 Shims

All shims shall be stainless steel, drilled for all bolts that pass through and trimmed to the dimensions of the assembled unit. Sufficient thickness shall be provided to permit 1/32 inch variations of the shim total. Total thickness of shims provided shall be at least 50 percent greater than the nominal shim thickness shown on the design plans or shop drawings.

B.5.7 Fasteners and Anchor Bolts

All required fasteners, anchor bolts, nuts and washers shall be incidental to this bid item.

Fasteners, unless otherwise specified, shall be high strength ASTM A325 or A490 cut thread, washer faced, hexagonal head bolts. SAE Grade 8 material is allowed for smaller diameter fasteners such as machine and set screws.

Nuts, where required, shall be ASTM A563 and compatible with the bolts. Bolt heads, nuts and hexagonal cap screws shall be dimensioned in accordance to ANSI. Fasteners shall be of the heavy series. Flat head countersunk machine screws and set screws shall conform to ANSI and shall be heat treated alloy steel. Unless otherwise specified, set screws shall be of the headless, safety type and be of the coarse thread series and have cup points. Set screws shall not be used to transmit torque nor as a stop for equipment that provides stability or contributes to operation of the barriers.

Provide approved type positive locks for nuts. Use standard thickness nuts where double nuts are required in locations where occasional opening or adjustment is necessary. Make lock washers of tempered steel and conform to regular SAE dimensions and specifications. Use hardened steel, plain washers at the turned end of high strength bolts.

Show anchor bolt installation details, depth of anchorage, and grout information on submittals.

B.5.8 Sump Pump - Primary

Install sump pump at location shown on the plans. See structural plans for sump details. Coordinate with electrical.

Provide pump rated at 3.0 GPM minimum to operate against minimum static head of 10 feet, 208 VAC, NEMA Design B Motor with Class F insulation, with 16 AWG SOW cable, water-tight sealed cable entry into pump housing.

Provide motor run/start capacitor and thermal/current sensitive motor protector.

Provide non-corrosive stainless steel housing, stainless steel shaft, Nitrile leak-proof static o-ring seals, non-corrosive pump top.

Shaft Seals: Independent double-face seals running in environmentally friendly, FDA approved (Standard #172.878) lubricant. Upper seal: carbon/ceramic. Lower seal: silicon carbide/silicon carbide.

Bearings: Upper and lower ball bearings

Impeller: Multivane, open type, polyurethane

Diffuser: Nitrile rubber

Strainer: Hard EDPM rubber

Fasteners: Stainless Steel ANSI 304

Discharge Connection: 2" NPSM

Discharge Piping: PVC installed up pit wall to discharge over wall into river. Minimum piping support spacing 5' anchored into concrete pit wall. Piping size as required to suit pump.

Float Switch: Piggyback Type

Accessories: Low suction collar, allowing pumping down to sump bottom.

B.5.9 Sump Pump – Battery Backup System

Install battery backup sump pump system at location shown on the plans. See structural plans for sump details. Coordinate with electrical.

Battery backup sump pump system shall consist of the following: 12 VDC pump, adjustable float switch, discharge tee for connection to primary system discharge piping, charger, non-corrodible battery case with control panel and audio alarm, deep cycle 12 VDC battery, and all required wiring and connectors.

Pump shall be rated 3.0 GPM minimum. Pump housing shall not rust or corrode and will have built in check valve to prevent water from returning to sump basin.

Charger shall connect to 110 VAC outlet and have automatic controls to keep battery charged.

Provide system that tests the battery and maintains a maximum charge without running the battery down or self-discharging. Charger shall be rated 10 amp.

Set float switch to operate pump at water level higher than primary pump.

Battery shall be 12 VDC, marine rated, deep cycle type rated for 8 hours minimum continuous operation on battery power. Battery shall be maintenance free design, have durable polypropylene case, with a self-sealing vent system to prevent loss of internal fluids.

B.5.10 Protection and Shipment of Equipment

Coat all external exposed surfaces that are not painted and are made of a corroding metal with a rust-inhibiting compound. Wrap small hardware, not including components protected by painting, zinc plating or packaging, in water repellent, vapor phase, rust inhibitor type paper and sealed with pressure sensitive tape. In lieu of rust inhibiting paper, small hardware may be placed in plastic bags containing vapor phase, rust-inhibiting crystals. The minimum amount of crystals shall be three grams (0.11 oz.) per cubic foot of space. Seal the plastic bags with pressure sensitive tape and the components boxed for shipment with the machinery. Store all machinery indoors until installation on the bridge.

C Construction

C.1 Submittals

Prepare and submit shop drawings to the engineer for approval. Such drawings shall detail and accurately dimension all parts and their relationship with other parts, including location and spacing of bolt holes required to install the span lock machinery within the existing structure. Indicate limits of accuracy and tolerances required for machining and assembly, and for surface finishes. Indicate tolerances for all assembled moving parts so that specified operating clearances can be obtained. Do not commence with fabrication without approval of the engineer.

Proprietary parts are shown in outline on the drawings. As part of the submittals, furnish complete certified dimensions and performance data to enable a determination of the adequacy of the unit.

Show shop bills of materials, listing all parts by part number and quantity on the shop drawings. The materials and specifications shall be given for each part. Give the designating numbers where standard specifications are used.

Dimensions given on the plans are nominal and intended for conceptual and estimating purposes only. Note any variations from nominal dimensions on the plans. Verify and adjust the dimensions given on plans and to verify dimensional compatibility of all components.

Upon the completion of bearing and span lock systems, prepare and submit as-built drawings. Such drawings shall clearly show and identify any changes to the span lock required due to construction conditions that may be different from the approved submittals.

C.2 Coordination with Other Disciplines

Identify potential conflicts between the equipment and services furnished under this section and the equipment and services furnished under other sections. Coordination shall also include, but not be limited to, the following.

Verify fabricated machinery component dimensions, actuator dimensions, mounting locations and mounting details, and verify compatibility with bridge structural details.

C.3 Fits and Finishes

Show fits and surface finishes on the plans. Unless otherwise shown, all fits and surface finishes shall be in conformance with AASHTO or as recommended by the specific equipment supplier.

The shop drawings shall detail and accurately dimension all parts. Limits of accuracy and tolerance required for machining, surface finishes and allowances for fits will be shown. Journal and associated bearing tolerances will be given so that prescribed limits are obtained.

C.4 Operation & Maintenance Manual

Provide four copies of an Operation & Maintenance (O&M) manual covering the upper trunnion bearing assemblies, lower trunnion bearing assemblies, and span lock. O&M manual to contain the following in a single 3-ring binder:

Complete BOM with manufacturer's name and part numbers of all the machinery.

Approved, As-Built shop drawings.

Lubrication drawings showing points of lubrication, type of lubricant, frequency of lubrication, and method of lubrication.

Contact information for bearing assemblies equipment and fluid power system fabricators.

C.5 Installation and Adjustment of Machinery

Submit for approval as part of the submittals an erection and adjustment procedure for the upper trunnion bearing assemblies, lower trunnion bearing assemblies, and span lock machinery. Coordinate the disassembly, shipment, storage, reassembly at the site, erection, alignment and testing of the span lock machinery with the structural work on the bascule piers and structural details of the main girders.

Install, align and shim the span lock such that when the bascule leaf is in firm contact with the rest pier the lock bar easily slides in and out of the receiver. During span lock engagement the bascule leaf will be in a seating mode to hold the bascule leaf down and create a slight clearance between the bottom of the lock bar and the bottom of the lock bar opening in the receiver.

Erection and adjustment of span lock machinery shall be by millwrights with experience in this type work. Proof of experience and/or references may be requested by the engineer.

Erection and assembly of the span lock machinery shall be in accordance to the instructions furnished by the machinery fabricator, part numbers, match marks, and the approved submittals.

Mounting surfaces shall be clean of dirt, paint and other foreign materials. Connecting bolts and nuts are to be securely tightened to torque value appropriate for the bolt and nut sizes.

Bolt holes in actuator supports for the actuator trunnion brackets are to be drilled from the solid material after alignment of machinery. All parts shall be adjusted for precise alignment by means of shims and pulled tightly against supporting members by use of clamps, temporary bolts, or other approved means before drilling and reaming holes for connecting bolts. Span lock machinery shall be so installed to ensure satisfactory operation.

Functional testing of the completed span lock machinery shall consist of normal operation through at least twelve open/close cycles using electric power and six open/close cycles using the manual hand wheels.

During all tests properly lubricate all machinery parts with the lubricants as specified in the approved O&M manual provided for the bearing assemblies and span lock, and observe for incorrect adjustment, misalignment, and overheating or other malfunctions. Correct any defects before final acceptance.

C.6 Painting

Shop paint upper trunnion bearing pillow blocks, lower trunnion bearing pillow blocks span lock actuators, rod eyes, trunnion brackets, and all other, span lock machinery components and supports. Actuators shall be shop coated with paint suitable for a severe marine environment in accordance to the manufacturer's standard practice.

Thoroughly clean all surfaces of all span lock components. Clean and remove all dirt, loose paint, rust, grease and other contaminants and apply prime coat.

Provide all components with a field paint finish coat. Color of final field coat shall be as directed by the engineer. Do not paint nameplates.

The finish coat system applied to the machinery shall be the same painting system as used for structural steel as specified elsewhere in these contract documents.

Paint all exterior surfaces, except machined surfaces.

C.7 Field Testing by Contractor

After all the machinery is installed and preliminary adjustments made test the machinery to verify all the machinery is in proper working order and fully meet the requirements of the design plans, shop drawings and specifications to the satisfaction of the engineer. Assist the fluid power system provider with startup, testing, and adjustments to fluid power system as required for proper operation.

Make necessary adjustments to machinery to prepare the machinery for final acceptance testing. Document the results of testing.

C.8 Final Acceptance Testing by the Engineer

Perform final acceptance testing of the fluid power system in the presence of the engineer. Operate bridge through at least 12 consecutive successful opening/closing cycles.

Final acceptance testing of completed span lock machinery shall test normal operation through at least 12 lock closing/opening cycles using electric motor operation and three cycles for manual operation.

Make the approved span lock machinery O&M manual available at the bridge site for reference prior to and during final acceptance testing.

During all tests properly lubricate all span lock machinery parts with the approved lubricants and observe to detect incorrect adjustment, misalignment, overheating or other malfunctions. Correct any defects at no extra cost before final acceptance.

Machined surfaces shall not be painted but be suitably cleaned and given one grease coat.

Do not operate the bearing assemblies and span lock machinery at any time without proper lubrication.

Properly lubricate the span lock machinery per the machinery fabricator's maintenance schedule up until final acceptance of the bridge by the department.

Lubricate span lock pin with an extreme pressure type bearing grease. Lubricate sliding surfaces with an extreme pressure type open gear lubricant. Submit lubricant specifications and lubricant manufacturer's name for approval as part of the shop drawings. Lubricate any other span lock machinery equipment and/or locations requiring lubrication with a suitable lubricant. Provide enough grease to fully lubricate the span lock system.

Submit lubricant data sheets for all lubricants as part of the shop drawings and include with the O&M manuals.

Upon completion of all work, properly lubricate the lower trunnion bearing assemblies, hydraulic cylinder attachment spherical bushings, and span lock machinery to the satisfaction of the engineer.

Test sump pump system for proper operation.

C.9 Lubrication Drawing

Prepare a Lubrication Drawing as part of the shop drawings to be submitted to the engineer for approval. Show on the lubrication drawing the specific locations on the bearing assemblies and span lock machinery requiring lubrication.

Submit a complete list of lubricants along with the lubricant manufacturer's data sheets for approval as part of the shop drawings. Lubricants required for proprietary equipment shall be identified and approved by the equipment manufacturer and clearly indicated on the submittals for the proprietary equipment. List approved lubricants on the lubrication drawing.

C.10 Training

Provide training to Village personnel in the proper operation and maintenance of the span lock machinery. Use the approved O&M manual as the training guide.

Training shall cover both normal (electric powered) operation and manual (non-electric) operation of the span lock operators.

D Measurement

The department will measure Machinery as a single lump sum unit of work for the machinery modifications, 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	Machinery	LS

Payment is full compensation for furnishing and installing the machinery modifications for the bascule span; and for furnishing testing equipment and software.

29. Electrical Work, Item SPV.0105.04.

A Description

This special provision describes furnishing all equipment, materials, labor, tools, shop drawings and performing all work, including installation, adjusting and testing, necessary for the installation of the electrical system on the Little Chute Canal Bridge as shown on the plans and specified herein.

See electrical plans for required electrical equipment and installation locations.

Install the Operator Panel control equipment furnished under the bid item Fluid Power System and provide the field wiring for controls as part of this bid item. Provide the field wiring for all controls as part of this bid item. The HPU Control Panel will be attached to the HPU and installed with the HPU as part of the machinery installation by others.

Adjust all limit switches as part of this bid item.

All systems or system elements specified with performance specifications only and any proprietary systems shall include all devices, materials and labor to complete the electrical and control systems to the satisfaction of the engineer and at no additional cost to the owner.

Obtain and pay for all permits, governmental fees, taxes, and licenses necessary for the proper execution and completion of the electrical work, including coordination efforts with local utilities.

Submit to governmental agencies and utility companies any shop drawings for equipment, which are required by these agencies, for their approval.

Notify the engineer of any materials or apparatus believed to be inadequate or unsuitable or in violation of laws, ordinances, rules, or regulations of authorities having jurisdiction.

Any changes required in the contract documents must conform to the applicable codes and regulations, and all work required by the changes must be performed at no additional cost to the department.

B Materials

B.1 General Requirements for Materials and Quality Assurance

Carefully examine the contract documents, visit the site, and become thoroughly familiar with the local conditions relating to the work. Failure to do so will not relieve the contractor from the obligations of the contract.

Materials and installation must conform to the applicable codes and standards.

Design, install, and finish all equipment to present a neat and attractive appearance. The space shown on the plans for the electrical equipment are approximate and not intended to represent the exact space needed for the equipment. Lay out the exact size, location, and raceway routing of all equipment. Along with subcontractors, determine and coordinate any additional space that may be required beyond that shown on the plans and obtain approval by the engineer.

In order to prevent deterioration due to corrosion, provide bolts, nuts, studs, washers, pins, terminals, springs, hangers, and similar fastenings and fittings made of stainless steel or hot-dip galvanizing per ASTM Specification A153. Zinc plating is not acceptable.

In so far as practical, major items of electrical equipment must be products of the same manufacturer to secure single responsibility, enhance system performance, and optimize compatibility. All equipment shall be of heavy-duty industrial design suitable for the application and environment.

Properly ship, store, and protect all equipment and materials at all times, as specified under the Shipping, Storage and Protection of Equipment section of this special provision.

Install metering and connect incoming power lines in conformance with the requirements of the local utility.

After all equipment, devices, and raceways are installed, and wires and cables are in place and connected to devices and equipment, test the system for continuity, proper phase rotation, improper grounds, and other defects. If any defective conditions are present, make all necessary corrections and retest for compliance.

B.2 Substitutions

The intent of this special provision is not to exclude equipment and products similar in design, manufacture, function, and performance. The specification of a manufacturer's name and part number is for defining quality, configuration, rating, and arrangement of parts. Equivalent products of another manufacturer may be substituted for the specified item upon approval of the engineer, provided that any changes necessary as a result of the substitution in related electrical, machinery, and structural parts shall be made at no additional cost.

The burden of proof for equivalency shall be contractor's responsibility, and the engineer reserves the right to request any information required to make such judgment.

B.3 Raceways, Conduit, and Junction Boxes

Furnish all labor, materials, equipment, and accessories not otherwise herein provided for and make all connections and attachments necessary for the installation of the electric equipment complete in every respect as specified and/or as shown on the plans.

Where exposed, provide threaded rigid galvanized steel conduit. Conduit bodies and device boxes shall be die cast aluminum with aluminum covers and gaskets.

Where direct buried or installed in concrete, provide Schedule 40 PVC with matching fittings. Provide Schedule 80 PVC where subjected to damage or as required by the NEC.

Provide stainless steel strut and hardware for supports unless otherwise indicated.

Provide NEMA 4X stainless steel junction boxes and hardware sized per NFPA 70 for proper wire fill.

In general, field route conduits as required. Install drains at low points in lines, conduit boxes, and bottom of enclosures to allow for the drainage of water.

Install raceways and boxes according to the plans and as follows:

Install raceways level and square and at proper elevations. Provide adequate headroom.

Make bends and offsets so the inside diameter is not reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.

Use raceway fittings compatible with raceway and suitable for use and location.

Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical. Where possible, conceal conduits from view when the bridge is in the closed position.

Run parallel or banked raceways together, on common supports where practical.

Make raceway terminations tight.

Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where points cannot be made tight.

Use insulation bushings to protect conductors.

Install watertight expansion conduit fittings at all locations on the bridge where structural expansion and contraction occurs. Provide expansion fittings with a minimum movement in either direction as indicated on the plans. The expansion fittings must have threaded end caps for receiving fixed or movable conduit ends. Design expansion fittings to accommodate the range of movement required. Do not use flexible conduit as an expansion fitting.

B.4 Wires and Cables

All conductors shall be of soft drawn, annealed, stranded copper wire, in accordance to ASTM B3.

B.4.1 General

Unless otherwise stipulated, all wires shall be THHN/THWN-2 and shall be drawn into conduits.

Wire for interconnections within the factory built HPU control panel may be MTW, 600 volt.

Conductors shall be continuous from terminal to terminal and splices shall not be inside conduit or fittings.

All wiring shall terminate in pressure lugs or screw-type solderless connectors.

Use labels to identify each field wire and its termination point with the designation permanently printed on durable fiber tags or on metal or plastic bands. Label each terminal block. Color-coding of similar signal characteristics (e.g., AC control-red, power-black, DC positive-dark blue, DC negative-light blue, neutral-white, ground-green, etc.) shall be

used in addition to wire labeling. Labeling shall include wire numbers, device names, or numbers.

B.5 Panelboard

Provide NEMA 3R service entrance rated panelboard for bridge electrical service. Provide with bolt-on breakers with sizes and ratings as shown on E01. Bus shall be tin plated aluminum and rated for available fault current. SPD device shall be bus mounted.

B.6 Safety Switches

Heavy duty, NEMA 4X stainless steel, 600V, non-fused (unless noted otherwise). Size as required for the load served. Provide with auxiliary contact for control power disconnect.

B.7 Manual Pedestrian Gates

B.7.1 General

Provide manually operated pedestrian gates as shown on the plans at each end of bridge span. See structural plans for exact locations and foundation details. Gates shall be as manufactured by B&B Roadway, Federal Transit Safety Systems, Upswung Parking Systems Inc., or approved equal. Gates assemblies shall be designed according to Article 1.4.4.4 and 1.4.4.5 of the current AASHTO LRFD Movable Highway Bridge Design Specifications for 50 MPH wind.

B.7.2 Gate Stand and Mounting

Gate stand shall use heavy structural steel (American made) welded in a rigid configuration. Entire stand shall be hot dip galvanized after fabrication. The manufacturer shall provide standard anchor bolts and template.

B.7.3 Side arm Channels and Cross Members

Provide steel, hot-dip galvanized side arm channels and cross members that form a sturdy mounting frame to support the arm. The cross member section shall provide for mounting of the arm base.

B.7.4 Trapped Key Interlock Provisions

Provide gate arm that latches and is lockable in the open and closed position. Provide each gate with a trapped key interlock mechanism such that the trapped key can only be removed with the gate in the lowered and locked position. The trapped key shall lock the gate in the down position when the key is removed. The trapped key from each gate will be used with the control system as a permissive for bridge movement. Coordinate with the hydraulic and operator control station supplier to assure compatible trapped key electrical switches/interlock mechanisms are provided.

Trapped key interlock mechanisms shall be as manufactured by Kirk Key Interlock Company, Superior Interlock Corporation, Tapeswitch Corporation, Castell, or approved equal.

B.7.5 Bearings

Bearings shall be permanently lubricated, bronze spherical bearings.

B.7.6 Gate Arm

Provide gate arm fabricated from 6005-T6 extruded aluminum tubing. Front and rear arm surfaces shall be covered with red and white high intensity reflective sheeting.

The arm base shall consist of a breakaway shear pin base. The shear pin base and lightweight arm assembly shall be designed for easy, rapid reinstallation or replacement by one person. Each gate shall be equipped with a suitable hot dip galvanized steel counterweight providing for 10% adjustment. The gate arm shall be balanced in any position. The counterweights and arms shall be sized to clear all surrounding obstructions.

B.7.7 Swing Fence Pedestrian Gate

Provide swing (hanging) fence on gate arm to block walking/biking path when gate is in the down position. Fence can be provided by gate manufacturer or by contractor. Coordinate gate counterweight sizing with weight of swing fence to provide a properly balanced gate.

B.8 Navigation Horn

Provide a navigation horn mounted where shown on the plans. The projector shall have a frequency of 250 to 350 Hz, a sound level of 105 decibels at 10 feet and a range of at least a half-mile. The projector shall be spun brass, cast bronze, or equivalent and shall be weatherproof.

The unit shall be totally electric, requiring no compressor, and shall operate on 120 volts ac, with a duty cycle of 5 minutes on and 5 minutes off.

B.9 Navigations Lighting

B.9.1 General

Provide LED navigation lights having sufficient candlepower to be visible against background lighting at a distance of at least 2000 yards 90 percent of the nights of the year. The lights shall be located as shown on the Plans. Fresnel lens lanterns shall be used at all navigation lights.

B.9.2 Lift Span Lights

Provide lift span lights, each consisting of a cast bronze or aluminum body, one 8-inch, 180 degree green fresnel drum lens, one 8-inch, 180 degree red fresnel drum lens, 2 vibration-proof marine type receptacles, 2-inch diameter hot-dipped galvanized schedule 40 steel pipe hanger, galvanized steel swivel and bracket device, three conductor number 12 gauge extra flexible cable, number 9 gauge galvanized retriever chain and retriever chain anchor, and tilt switch to change from red to green. Each lift span light shall have a hinged lockable door to provide ready access to the interior. Fasteners shall be designed so that they cannot be lost while the light is being serviced. Joints shall be of gasketed construction to ensure water tightness. The lift span lights shall be designed to take two LED lamps, focused for the respective lenses. The swivel assembly shall be provided with self-lubricating bushings. Install where shown on the plans.

B.9.3 Pier Lights

Provide pier lights, each consisting of a cast bronze or aluminum body, 8-inch, 180 degree red fresnel drum lenses, vibration-proof marine type receptacle, 2-inch diameter hot-dipped galvanized schedule 40 steel pipe pedestal, companion flange, and connecting bolts as required. Each light shall have a hinged lockable door to provide ready access to the interior. Fasteners shall be designed so that they cannot be lost while the light is being serviced. Joints shall be gasketed construction to ensure water tightness. The pier lights shall be designed to take one LED lamp, focused for the respective lens.

B.9.4 Pier Lights – Solar Powered

Provide pier lights, each consisting of a cast bronze or aluminum body, 8-inch, 180 degree red fresnel drum lenses, vibration-proof marine type receptacle, 2-inch diameter hot-dipped galvanized schedule 40 steel pipe pedestal, companion flange, and connecting bolts as required. Each light shall have a hinged lockable door to provide ready access to the interior. Fasteners shall be designed so that they cannot be lost while the light is being serviced. Joints shall be gasketed construction to ensure water tightness. The pier lights shall be designed to take one LED lamp, focused for the respective lens.

B.9.4.1 Battery

Battery shall be marine quality, sealed gelled cell type. Battery capacity shall be as recommended by the light manufacturer to suit the requirements of the installation. Batteries shall be sized to provide a minimum of five days of backup power.

B.9.4.2 Solar Panel (PV Module)

Photovoltaic module shall be high quality, multi-crystalline type, and designed to supply rated power for a minimum of ten years. PV module capacity shall be as recommended by the light manufacturer to suite the requirements of the installation. Panel mounting shall be fully adjustable to maximize solar exposure.

B.9.4.3 Battery Enclosure

Battery enclosure shall be heavy-duty aluminum construction. A hinged and gasketed service door shall provide access. A mounting plate inside the enclosure shall be arranged to slide out for access to components. The enclosure shall contain all components required for the installation. The navigation light shall be securely mounted on the battery enclosure and be mounted to the bridge pier with suitable anchor bolts.

B.9.4.4 Wiring

Each light assembly shall be fully wired and tested at the factory. The assembly shall be prewired to the extent possible. A wiring diagram shall be mounted inside the battery enclosure door.

B.10 Service Lights and Outlets

Provide service lighting and convenience outlets and switches as shown on the plan sheets.

LED wall pack lighting units shall have die-cast aluminum housing, dark-bronze polyester powder-coat finish, minimum starting temperature of -30 F., UV stabilized prismatic

polycarbonate refractor, one-piece anodized aluminum reflector, UL listed for wet locations, and 1300 delivered lumens minimum.

All convenience outlets shall be 20A, 120 volt, twin receptacle, 3-wire, with ground-fault circuit interrupted protection for personnel where shown or required by code. Outlets shall have weatherproof covers and all exposed parts shall be corrosion resistant.

B.11 Grounding

Provide grounding as shown on the plans. Grounding electrode conductors shall be bare, tinned, stranded copper. Ground rods shall be copper-clad steel with high strength steel core and electrolyte-grade copper outer sheath, molten welded to core, 5/8 inch diameter by 10 feet long. Connect grounding electrode conductor to ground rods by means of exothermic weld or irreversible connections.

Install a separate insulated equipment grounding conductor with circuit conductors for all feeders, branch circuits, and control wiring.

B.12 Spare Parts

Furnish the following spare parts:

- 1 Red lens for pier navigation lights
- 1 Red lens for lift span navigation lights
- 1 Green lens for lift span navigation lights
- 1 Spare lamp for each navigation light furnished
- 1 Gate arm for manual pedestrian gate

B.13 Defective Materials and Workmanship

Defective equipment, components, and circuits shall be repaired and/or replaced at contractor's expense.

B.14 Shipping, Storage, and Protection of Equipment

All major items of equipment shall be shipped fully assembled to the bridge site and installed at their final positions. If storage is required prior to installation, the equipment shall be stored indoors in a dry building and the equipment shall be covered by plastic or waterproof tarps.

C Construction

C.1 Submittals

Submit shop drawings for review by the engineer.

Complete catalog data, specifications, manufacturer's name, address and telephone numbers, and model numbers shall be provided.

Drawings and catalog data shall indicate which items under this bid item are covered, using the descriptive names and electrical identification numbers/symbols indicated on the plans or specified herein.

All submittals shall include a statement that the items covered comply with the plans and special provisions. If not in compliance, provide written explanation marked on or attached to the submittal(s).

The equipment provided for a particular item or function shall be compatible with all other equipment associated with that item or function.

Detailed working drawings and wiring diagrams shall retain the same wire marks and equipment designations as shown on the contract document plans and special provisions. Provide wire marks where none are indicated in the contract documents.

Incomplete and/or illegible submittals shall be returned without review or comment and shall be completed and legible before resubmittal. Shop drawings that are not initialed and dated as checked shall be returned without review and comment and shall not be submitted until they are checked and completed.

Maintain an up-to-date submittal log and maintain constant contact with all suppliers and subcontractors to maximize coordination, cooperation, and to minimize the time required for the submittal process.

Submit to the engineer for review shop drawings, catalog cuts, and data in accordance to the standard specifications and these special provisions. Submit all electrical equipment furnished under these specifications and specified on the plan sheets for review. Organize submittals in logical groups. Incomplete submittals will be rejected without comment.

C.2 Coordination

Installation of equipment under this bid item shall be coordinated with all other bridge rehabilitation work.

Review all other plan drawings and verify dimensions as required to prevent possible installation conflicts. Discrepancies between plans and specifications shall promptly be brought to the attention of the engineer who will make determination in writing as to the design intent of the contract documents.

C.3 Electrical Identification

Install engraved, plastic-laminated labels for all control panels, disconnects, and pilot devices installed under this contract. Labels shall be secured with self-tapping stainless steel screws. Text shall match terminology and numbering of the Contract documents and shop drawings.

Coordinate names, abbreviations, colors, and other designations used in electrical identification work with corresponding designations specified or indicated. Install numbers, lettering, and colors as approved in submittals and as required by code.

C.4 Utility Service and Distribution Equipment

The bridge electrical system shall have one utility service located on the south side. The installation and activation of utility service shall be coordinated by the contractor with the local utility.

All costs associated with providing the utility service feed shall be included in the contract unit price for "ELECTRICAL WORK", lump sum.

C.5 Operation & Maintenance Manual

Provide four copies of an Operation & Maintenance (O&M) manual covering all the electrical equipment installed to operate the bridge. O&M manual to contain the following in a single 3-ring binder:

- Operating instructions for the bridge.
- Complete BOM with manufacturer's name and part numbers of all the electrical equipment provided and installed as part of this bid item.
- Approved, as-built shop drawings.
- Contact information for equipment suppliers.

C.6 Adjustment and Field Testing

Adjustments and testing of all electrical equipment will be required as specified in the specific sections of these special provisions. Be prepared to make all required adjustments to the satisfaction of the village and engineer. Adjustments will be required during installation of equipment and may also be required both during and after acceptance testing.

C.7 Final Acceptance Testing by the Engineer

Final acceptance testing will be witnessed by the engineer. At the time of acceptance testing, be prepared to perform all necessary tests and make all necessary field adjustments to the electrical system equipment as required.

C.8 Training

Provide one day of training at the bridge for bridge personnel to be trained in the operation and maintenance of bridge electrical system and equipment.

D. Measurement

The department will measure Electrical Work as a single lump sum unit of work for electrical work, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Electrical Work	LS

Payment is full compensation for furnishing and installing the electrical components control system, and documentation for the bascule span; and for furnishing all labor, tools, testing equipment and software.

30. Concrete Pavement Joint Layout, Item SPV.0105.05.

A Description

This special provision describes providing a concrete pavement joint layout design for the parking lot 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 paying 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 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.0105.05	Concrete Pavement Joint Layout	LS

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

31. Concrete Pavement 7-Inch Colored, Item SPV.0180.01.

A Description

This special provision describes constructing concrete pavement in accordance to the pertinent provisions of standard spec 415 except that the pavement shall be integrally colored and stamped or finished at the locations shown on the plans.

B Materials

Furnish colored concrete pavement that is according to the pertinent requirements of standard specs 405.2 and 415.2. Integrally color concrete using non-fading pigments. The integral color shall be Redwood from Increte System's color palette.

The stamped tool pattern shall be a basket weave, used brick pattern, and shall be approved by the Village of Little Chute's Director of Public Works prior to construction. A dark grey release agent shall be used for finishing.

In accordance to standard spec 405.2.4.3, the contractor shall produce a test slab to demonstrate the texture, surface finish, color, and color intensity. The test slab shall be approved by the engineer and the Village of Little Chute's Director of Public Works prior to construction of the plaza areas.

All steel reinforcement for the thickened section shall conform to standard spec 505.2 and as shown on the plans.

C Construction

Construct work incorporating colored concrete conforming to pertinent requirements of standard specification standard specs 405.3 and 415.3.

The stamped tool pattern shall be completed in accordance to the manufacturer's instructions at the locations shown on plans. Tooled control joints shall be constructed with 4-inch picture framing finish at locations shown on plans.

Place and secure steel reinforcement for the thickened section in their plan position before placing concrete.

D Measurement

The department will measure Concrete Pavement 7-Inch Colored by the square yard, acceptably completed, based on the length and width the plans show or the engineer directs.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Pavement 7-Inch Colored	SY

Payment is full compensation for providing concrete pavement in accordance to standard spec 415.5; developing mix designs and providing sample panels or test slabs; for furnishing pigments; for steel reinforcement in thickened section; for special construction procedures required under standard spec 405.3; for removing test slabs, restoring site, and disposing of waste material; and for other costs not included in associated contract bid items.

**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
OUTAGAMIE 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	29.20	17.42	46.62
Future Increase(s): Add \$.75/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	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)	39.50	17.01	56.51
Painter	21.87	11.37	33.24
Pavement Marking Operator	23.37	23.30	46.67
Piledriver	33.24	16.00	49.24
Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/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.			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Roofer or Waterproofer	22.15	5.82	27.97
Teledata Technician or Installer	22.25	12.24	34.49
Tuckpointer, Caulker or Cleaner	30.85	17.61	48.46
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	14.98	46.58
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	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.			
Pavement Marking Vehicle	33.22	14.19	47.41
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	18.00	7.28	25.28
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 conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
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	4.60	22.60
Railroad Track Laborer	17.00	2.96	19.96

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 Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	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 Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor);	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>
	\$	\$	\$
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

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:
20150512040PROJECT(S):
4990-03-71FEDERAL ID(S):
WISC 2015297

CONTRACTOR : _____

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

SECTION 0001 Roadway Items

0010	201.0120 Clearing	15.000 ID	.		.	
0020	203.0210.S Abatement of Asbestos Containing Material (structure) 01. P-44-0706	LUMP	LUMP		.	
0030	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 12+00	LUMP	LUMP		.	
0040	204.0100 Removing Pavement	31.000 SY	.		.	
0050	204.0130 Removing Curb	25.000 LF	.		.	
0060	204.0230 Removing Building (station) 01. 11+65	LUMP	LUMP		.	
0070	205.0100 Excavation Common	440.000 CY	.		.	
0080	209.0100 Backfill Granular	384.000 CY	.		.	
0090	211.0200 Prepare Foundation for Concrete Pavement (project) 01. 4990-03-71	LUMP	LUMP		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512040PROJECT(S):
4990-03-71FEDERAL ID(S):
WISC 2015297

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	213.0100 Finishing Roadway (project) 01. 4990-03-71	1.000 EACH	.		.	
0110	305.0120 Base Aggregate Dense 1 1/4-Inch	320.000 TON	.		.	
0120	415.0070 Concrete Pavement 7-Inch	491.000 SY	.		.	
0130	416.0610 Drilled Tie Bars	28.000 EACH	.		.	
0140	416.1010 Concrete Surface Drains	1.000 CY	.		.	
0150	502.0100 Concrete Masonry Bridges	119.000 CY	.		.	
0160	502.5002 Masonry Anchors Type L No. 4 Bars	22.000 EACH	.		.	
0170	502.5005 Masonry Anchors Type L No. 5 Bars	400.000 EACH	.		.	
0180	502.6500 Protective Coating Clear	14.000 GAL	.		.	
0190	505.0605 Bar Steel Reinforcement HS Coated Bridges	12,850.000 LB	.		.	
0200	506.0605 Structural Steel HS	59,550.000 LB	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512040PROJECT(S):
4990-03-71FEDERAL ID(S):
WISC 2015297

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	506.2605 Bearing Pads Elastomeric Non-Laminated	4.000 EACH	.		.	
0220	507.0200 Treated Lumber and Timber	2.290 MBM	.		.	
0230	509.1500 Concrete Surface Repair	690.000 SF	.		.	
0240	513.7090 Railing Steel Special (structure) 01. B-44-0287	LUMP	LUMP		.	
0250	601.0105 Concrete Curb Type A	24.000 LF	.		.	
0260	601.0405 Concrete Curb & Gutter 18-Inch Type A	161.000 LF	.		.	
0270	602.0410 Concrete Sidewalk 5-Inch	1,446.000 SF	.		.	
0280	602.0515 Curb Ramp Detectable Warning Field Natural Patina	16.000 SF	.		.	
0290	606.0100 Riprap Light	2.000 CY	.		.	
0300	619.1000 Mobilization	1.000 EACH	.		.	
0310	625.0100 Topsoil	790.000 SY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512040PROJECT(S):
4990-03-71FEDERAL ID(S):
WISC 2015297

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	628.1104 Erosion Bales	20.000 EACH	.		.	
0330	628.1504 Silt Fence	450.000 LF	.		.	
0340	628.1520 Silt Fence Maintenance	450.000 LF	.		.	
0350	628.1905 Mobilizations Erosion Control	1.000 EACH	.		.	
0360	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	.		.	
0370	628.2006 Erosion Mat Urban Class I Type A	980.000 SY	.		.	
0380	628.7010 Inlet Protection Type B	3.000 EACH	.		.	
0390	628.7015 Inlet Protection Type C	2.000 EACH	.		.	
0400	629.0210 Fertilizer Type B	0.700 CWT	.		.	
0410	630.0140 Seeding Mixture No. 40	16.000 LB	.		.	
0420	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	2.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512040PROJECT(S):
4990-03-71FEDERAL ID(S):
WISC 2015297

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	637.2210 Signs Type II Reflective H	3.500 SF	.		.	
0440	638.2602 Removing Signs Type II	7.000 EACH	.		.	
0450	638.3000 Removing Small Sign Supports	3.000 EACH	.		.	
0460	642.5001 Field Office Type B	1.000 EACH	.		.	
0470	643.0100 Traffic Control (project) 01. 4990-03-71	1.000 EACH	.		.	
0480	643.0420 Traffic Control Barricades Type III	4,400.000 DAY	.		.	
0490	643.0705 Traffic Control Warning Lights Type A	5,200.000 DAY	.		.	
0500	643.0900 Traffic Control Signs	800.000 DAY	.		.	
0510	645.0130 Geotextile Fabric Type R	30.000 SY	.		.	
0520	646.0103 Pavement Marking Paint 4-Inch	180.000 LF	.		.	
0530	650.4500 Construction Staking Subgrade	132.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	650.5000 Construction Staking Base	132.000 LF	.		.	
0550	650.5500 Construction Staking Curb Gutter and Curb & Gutter	185.000 LF	.		.	
0560	650.6500 Construction Staking Structure Layout (structure) 01. B-44-0287	LUMP	LUMP		.	
0570	650.9910 Construction Staking Supplemental Control (project) 01. 4990-03-71	LUMP	LUMP		.	
0580	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	195.000 LF	.		.	
0590	653.0135 Pull Boxes Steel 24x36-Inch	1.000 EACH	.		.	
0600	655.0610 Electrical Wire Lighting 12 AWG	240.000 LF	.		.	
0610	655.0615 Electrical Wire Lighting 10 AWG	630.000 LF	.		.	
0620	690.0250 Sawing Concrete	26.000 LF	.		.	
0630	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000		500.00	

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			DOLLARS	CTS	DOLLARS	CTS
0640	715.0502 Incentive Strength Concrete Structures	714.000 DOL	1.00000		714.00	
0650	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,200.000 HRS	5.00000		6000.00	
0660	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	600.000 HRS	5.00000		3000.00	
0670	SPV.0060 Special 01. Pavement Marking Handicapped Symbol	1.000 EACH	.		.	
0680	SPV.0060 Special 02. Bench	2.000 EACH	.		.	
0690	SPV.0060 Special 03. Trash Receptacle	1.000 EACH	.		.	
0700	SPV.0060 Special 04. Bike Rack	1.000 EACH	.		.	
0710	SPV.0060 Special 05. Island Park Sign	1.000 EACH	.		.	
0720	SPV.0060 Special 06. Access Doors	2.000 EACH	.		.	
0730	SPV.0060 Special 07. Decorative Luminaires	4.000 EACH	.		.	
0740	SPV.0060 Special 08. 14-Inch Concrete Base Special	4.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0750	SPV.0060 Special 09. Electrical Panelboard P2	1.000 EACH	.		.	
0760	SPV.0060 Special 10. Access Ladders	2.000 EACH	.		.	
0770	SPV.0105 Special 01. Hanger Assemblies	LUMP	LUMP		.	
0780	SPV.0105 Special 02. Fluid Power System	LUMP	LUMP		.	
0790	SPV.0105 Special 03. Machinery	LUMP	LUMP		.	
0800	SPV.0105 Special 04. Electrical Work	LUMP	LUMP		.	
0810	SPV.0105 Special 05. Concrete Pavement Joint Layout	LUMP	LUMP		.	
0820	SPV.0180 Special 01. Concrete Pavement 7-Inch Colored	149.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE