## **HIGHWAY WORK PROPOSAL**

Proposal Number:

Ø 6

Wisconsin Department of Transportation DT1502 10/2010 s 66 29(7) Wis Stats

DT1502 10/2010 s.66.29(7) Wis. Stats.

COUNTY STATE PROJECT ID

FEDERAL PROJECT ID

PROJECT DESCRIPTION

<u>HIGHWAY</u>

Sauk

1674-00-81

WISC 2016 250

Lake Delton – Sauk City Terrytown Rd to Ski Hi Rd, Phase 3

USH 12

Sauk

1674-00-84

Lake Delton – Sauk City IH 90/94 – Ski Hi Road Salt Storage Facility

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, \$ 540,000.00	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: July 12, 2016 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
September 1, 2017	NOT TON BIDDING TON COLO
Assigned Disadvantaged Business Enterprise Goal 10 %	This contract is subject to 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)  Notary Seal	(Bidder Title)			

## For Department Use Only

Type of Work

Grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, permanent signing, pavement marking, box culverts C-56-2031 and B-56-223, retaining wall R-56-34 and the Sauk County Salt Storage Facility.

Notice of Award Dated Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

### **Effective with November 2007 Letting**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2015 Letting**

# BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### A General

- 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: <a href="http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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<sup>TM</sup> on-line bidding exchange at <a href="http://www.bidx.com/after 5:00 P.M.">http://www.bidx.com/after 5:00 P.M.</a> 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<sup>TM</sup> 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:

  <a href="http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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.

Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

#### **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<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  - 3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> 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<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:

http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

Use Expedite TM 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 Meb site to assure that the schedule of items is prepared properly.

(2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> generated schedule of items is not the same on each page.
  - The check code printed on the printout of the Expedite<sup>TM</sup> 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 Corpor	ate Seal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FO	OR PRINCIPAL	NOTARY FO	R SURETY
(Date)		(Dat	te)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )		) ss. _County )
On the above date, this instrument was acknowledged before me by the named person(s).		On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Pu	ublic, State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Comn	nission Expires)	(Date Commis	sion Expires)

Notary Seal 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

(Date)

Time Period Valid (	From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

#### 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.

Name of Subcontractor	Class of Work	<b>Estimated Value</b>

#### **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**

Articl	le Description P	Page #
1.	General	3
2.	Scope of Work.	3
3.	Prosecution and Progress.	3
4.	Traffic.	7
5.	Holiday Work Restrictions.	9
6.	Utilities	10
7.	Other Contracts.	16
8.	Work By Others.	17
9.	Railroad Insurance and Coordination.	17
10.	Construction Over or Adjacent to Navigable Waters.	21
12.	Erosion Control and Environmental Protection.	22
13.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit	25
14.	Information to Bidders, Coordination with Other Work.	25
15.	Historical and Archaeological Site Protection.	26
16.	Haul Roads	26
17.	Baraboo Dells Airport Restrictions and Coordination.	27
18.	Soil Borings.	27
19.	Abatement of Asbestos Containing Material Parcel 50, Item 203.0210.S.001	28
20.	Removing Buildings.	29
21.	Removing Signing Cover Plaque, Item 204.9060.S.001.	29
22.	Removing Overhead Sign Support, Item 204.9060.S.002	30
23.	Removing Permanent Type III Barricades, Item 204.9060.S.003.	30
24.	Removing Permanent Crash Cushions, Item 204.9060.S.004.	31
25.	Removing Septic Mound, Item 204.9060.S.005.	32
26.	Removing Street Lights, Item 204.9060.S.006.	32
27.	Removing Street Lighting Cabinet, Item 204.9060.S.007.	33
28.	Removing Temporary Concrete Barrier, Item 204.9090.S.001	34
29.	QMP Base Aggregate.	34
30.	Ride Quality.	42
31.	HMA Pavement 4 LT 58-28 S, Item 460.5224	42
32.	Fence Safety, Item 616.0700.S.	46
33.	Mulching.	
34.	Stone or Rock Ditch Checks, Item 628.7515.S.	
35.	Furnishing and Planting Plant Materials.	
36.	Landscape Planting Surveillance and Care Cycles.	
37.	Field Office.	54
38.	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item	
	646.0841.S; 8-Inch, Item 646.0843.S.	55
39.	Topsoil Special, Item SPV.0035.001.	
40.	Inlet Covers Temporary, Item SPV.0060.001.	58

41.	Inlets Median 4 Grate Modified, Item SPV.0060.002.	59
42.	Seeding Mixture No. 75 Modified, Item SPV.0085.001.	59
43.	Fence Chain Link Polymer-Coated 4-Ft, Item SPV.0090.001.	61
44.	Landscape Edging, Item SPV.0090.002.	64
45.	Culvert Pipe Horizontal Elliptical Class HE IV 48X76-Inch, Item SPV.0090.003	65
46.	Concrete Pavement Joint Layout, Item SPV.0105.001	65
47.	Sauk County Salt Storage Facility, Item SPV.0105.002.	66
48.	Wall Modular Block Mechanically Stabilized Earth LRFD/QMP, Item	
	SPV.0165.001	76
49.	Coarse Aggregate Special, Item SPV.0195.001.	91

#### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 1674-00-81, Lake Delton – Sauk City, Terrytown Road – Ski Hi Road, Phase 3, USH 12, Sauk County and Project 1674-00-84, Lake Delton – Sauk City, IH 90/94 – Ski Hi Road, Salt Storage Facility, Sauk 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, 2016 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 (20151210)

## 2. Scope of Work.

The work under this contract shall consist of grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, permanent signing, pavement marking, box culverts C-56-2031 and B-56-223, retaining wall R-56-34, the Sauk County Salt Storage Facility 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.

Attend weekly progress meetings for Project 1674-00-81. Provide written schedule of the next week(s) operations. Include begin and end dates of specific prime and subcontractor work operations. Agenda items to include review of contractor's schedule and subcontractor's schedule, evaluation of progress and pay items, and revisions if necessary.

Plans and specifications for upcoming work will be reviewed to prevent potential problems of conflicts between contractors.

Complete clearing and grubbing in stages.

Conform to the following measures in order to avoid disturbance of active bird nests on the project:

Remove trees and shrubs from August 30 to May 1 only.

In fields that are not in row crops, lawn turf or urban use areas, avoid disturbance between May 1 and August 30 unless the areas are mowed or the vegetation layer is removed in a manner acceptable to the Engineer. Coordinate and confirm locations of these areas with the Engineer and Andy Barta with WDNR (608) 275-3308.

## **Northern Long-eared Bat** (Myotis septentrionalis)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act.

In order to avoid adverse impacts upon the NLEBs, no clearing within the identified clearing and grubbing limits will be allowed from June 1 to July 31, both dates inclusive.

If the required clearing and removal is not completed by May 31, the department will suspend all clearing and associated work directly impacted by clearing. The department will issue a notice to proceed with clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

Submit a schedule and description of Clearing and/or Grubbing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

Notify the Project Leader 14 days in advance of any work on box culverts or bridges between April 1 and September 30 to allow time for department to complete the Bat Presence Structure Inspection Form.

If bats or evidence of bats are not found during the inspection, construction may proceed.

If bats or evidence of bats are found during the inspection, construction activities affecting the structure's roosting potential must stop until the WisDOT Regional Environmental Coordinator completes consultation with the Wisconsin Department of Natural Resources (WDNR) and/or United States Fish and Wildlife Service (USFWS).

Notify the City of Baraboo Police and Fire Departments, Baraboo District Ambulance Service, Sauk County Sheriff and Wisconsin State Patrol at least 3 days (72 hours) in advance of all traffic switches, lane closures and full closures of existing roads.

The City and Town of Baraboo will remove local road signs as identified in the plans. Contact Tom Pinion, City of Baraboo Director of Public Works/City Engineer at (608) 355-2730 and Bill Klemm, Town of Baraboo Chairperson, (608) 522-4905 to coordinate the removal of local road signs. Allow one week of lead time for coordination.

Do not close Ski Hi Road between August 1 and December 1.

Ski Hi Road may be closed for a maximum of 60 calendar days. Do not reopen Ski Hi Road until completing the following work: box culvert C-56-2031, permanent/temporary pavement, pavement marking and signing.

If the contractor fails to complete the contract work necessary to reopen Ski Hi Road within 60 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day that the road remains closed. An entire calendar day will be charged for any period of time within a calendar day that the lane remains closed beyond 12:01 AM.

Lehman Road may be closed for a maximum of 30 calendar days. Do not reopen Lehman Road until completing the following work: permanent/temporary pavement, pavement marking and signing.

If the contractor fails to complete the contract work necessary to reopen Lehman Road within 30 calendar days, the department will assess the contractor \$600 in interim liquidated damages for each calendar day that the road remains closed. An entire calendar day will be charged for any period of time within a calendar day that the lane remains closed beyond 12:01 AM.

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$5,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

Conform the schedule of operations to the construction staging as shown in the traffic control plans and as described herein unless modifications to the schedule are approved in writing by the engineer.

#### Stage 1a

- Construct eastbound and westbound roadway Station 295+01EB 515+33EB
- Construct westbound roadway Station 534+00WB 563+74WB
- Construct eastbound roadway Station 562+34EB 596+00EB
- Construct west half of B-56-223
- Construct temporary roadway Station 519+11EB Station 534+00WB

- Construct temporary roadway Station 560+66EB 567+74EB
- Construct temporary widening Station 598+05EB Station 604+42EB

## Stage 1b

- Construct eastbound and westbound roadway Station 295+01EB 515+33EB
- Construct westbound roadway Station 534+00WB 563+74WB
- Construct eastbound roadway Station 562+34EB 596+00EB
- Construct temporary roadway Station 519+11EB 534+00WB
- Construct temporary roadway Station 560+66EB 567+74EB
- Construct crossover Station 613+36EB 620+34EB
- Construct west half of B-56-223

## Stage 2a

- Construct eastbound roadway Station 596+00EB 605+73EB
- Construct Ski Hi Road
- Construct Lehman Road Station 491+00LR 498+36LR
- Construct Oak Court Station 10+00LF 15+00LF
- Construct C-56-2031

## Stage 2b

- Construct westbound roadway Station 563+74WB Station 605+73WB
- Construct Lehman Road Station 498+36LR WB USH 12
- Construct Oak Court
- Construct Ski Hi Road
- Construct temporary crossover Station 263+66EB 277+81EB
- Construct east half of B-56-223

## Stage 2c

- Construct eastbound roadway Station 282+97EB 299+99EB
- Construct eastbound roadway Station 519+15EB 562+34EB
- Construct westbound roadway Station 563+74WB 605+73WB
- Construct Lehman Road 495+50LR 499+00LR
- Construct Oak Court
- Construct Ski Hi Road
- Construct outside lane northbound CTH BD Station 30+05BD 32+81BD
- Construct temporary crossover Station 307+02EB 313+30EB and Station 484+80EB 490+81EB
- Construct east half of B-56-223

## Stage 3

- Construct westbound roadway Station 282+38WB Station 305+96WB, 518+44WB 534+00WB
- Construct CTH BD shoulder Station 30+33BD 47+60BD
- Construct Point of Rocks Road

## Stage 4

- Remove median crossover Station 263+65EB 277+80EB, 302+57EB 316+00EB, 480+72EB 493+00EB, & 613+36EB 620+34EB
- Construct eastbound and westbound median 554+76EB 570+86EB & 597+21EB 605+73EB
- Construct CTH BD median Station 30+05BD 32+82BD & 41+32BD 48+20BD

### 4. Traffic.

Keep USH 12 open to through traffic at all times for the duration of this project with the exception of if a full closure of USH 12 is required for rock blasting operations.

Close Lehman Road and Ski Hi Road with no posted detour as prescribed in the Prosecution and Progress article of these special provisions.

Fifteen minute rolling stop closures will be allowed on USH 12 for rock blasting nightly, Monday thru Thursday, between the hours of 7:00 PM and 6:00 AM. Coordinate with the Wisconsin State Patrol to perform the rolling stop operation. Ten days prior notice is required by the Wisconsin State Patrol for staffing of the rolling stop closures and escort. Contact Jeff Gustafson at (608) 516-6400. A portable changeable message sign (PCMS) is required 3 days in advance of the rolling closure and should only be activated during the rolling closure. Contact Joe Schneider at (608) 789-5959 two weeks prior to PCMS placement for messages.

## Stage 1a Traffic

- Traffic will remain on existing USH 12 with a single lane in each direction.
- Side roads to remain open to traffic.
- westbound shoulder closures: Station 519+11EB Station 529+22EB and Station 598+05EB 604+42EB
- eastbound shoulder closures: Station 560+66EB 567+74EB
- Flagging operations: Station 566+00EB 574+00EB and 598+05EB 604+42EB (if required for construction operations)

#### Stage 1b Traffic

Traffic will remain on existing USH 12 with a single lane in each direction.

- Side roads to remain open to traffic.
- westbound shoulder closures: Station 519+11EB 529+22EB
- eastbound shoulder closures: Station 560+66EB 567+74EB
- Close westbound inside lane: Station 605+73WB 625+00WB
- Flagging operations: Station 519+07EB 530+00EB and 560+64EB 566+00EB (if required for construction operations)

## Stage 2a Traffic

- Traffic will remain on existing USH 12 with single lane in each direction.
- eastbound shoulder closure: Station 596+00EB 605+73EB
- Roadway closures: Ski High Road and Lehman Road

## Stage 2b Traffic

- USH 12 traffic will be on temporary pavement, proposed westbound lanes, and proposed eastbound lanes side with a single lane in each direction.
- Roadway closures: Ski Hi Road and Lehman Road
- Close eastbound and westbound inside lane: 260+00EB 280+00EB
- Close westbound inside lane: Station 605+73WB 625+00WB

## Stage 2c Traffic

- Traffic on USH 12 will remain on temporary pavement, USH 12 westbound roadway, USH 12 EB roadway, and existing alignment with a single lane in each direction.
- Roadway closures: Ski Hi Road and Lehman Road
- Close westbound inside lane: Station 613+36EB 620+34EB
- Close northbound outside lane CTH BD: 30+05BD 32+81BD

## **Stage 3 Traffic**

- Traffic on USH 12 will remain on USH 12 bypass with a single lane in each direction except on eastbound roadway Station 314+00EB 458+72EB and westbound roadway Station 363+66EB 483+00EB where there will be two lanes in each direction.
- Close westbound roadway: Station 282+38WB 305+96WB
- Close CTH BD outside lane: Station 30+33BD 47+60BD

#### **Stage 4 Traffic**

- Traffic on USH 12 will remain on USH 12 bypass with a single lane in each direction except on eastbound roadway Station 314+00EB 458+72EB and westbound roadway Station 363+66EB 483+00EB where there will be two lanes in each direction.
- Close CTH BD inside lane: Station 598+05EB 604+42EB
- Close eastbound and westbound inside lane: Station 260+00EB 625+00EB

Maintain access to properties on existing USH 12, Lehman Road and Ski Hi Road for local resident, business, agricultural and emergency vehicle access. In addition to the temporary access as shown in the traffic control plans, the contractor may provide temporary access with base aggregate dense at the contract unit price for Base Aggregate Dense 3/4-Inch. Access may be closed for short periods of time; coordination with the property owner and approval by the engineer are required.

#### **Wisconsin Lane Closure System Advance Notification**

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction ≤16')	MINIMUM NOTIFICATION	
Lane and shoulder closures	14 calendar days	
Full roadway closures	14 calendar days	
System and service ramp closures	14 calendar days	
Full system and service ramp closures	14 calendar days	
Detours	14 calendar days	
Closure type without height, weight, or width restrictions (available width, all lanes in one direction >16')	MINIMUM NOTIFICATION	
Lane and shoulder closures	3 business days	
System and service ramp closures	3 business days	
Modifying all closure types	3 business days	

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date. 108-057 (20150630)

## 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 12, STH 136 and CTH W traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, September 2, 2016 to 6:00 AM Tuesday, September 6, 2016 for Labor Day;
- From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Friday, June 30, 2017 to 6:00 AM Wednesday, July 5, 2017 and from noon Friday, July 7, 2017 to 6:00 AM Monday, July 10, 2017 for Independence Day.
- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day.

107-005 (20050502)

#### 6. Utilities.

## **Project 1674-00-81**

This contract comes under the provision of Administrative Rule Trans 220.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. 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 state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Some utility work, as described below, is dependent on prior work being performed by the contractor at a specific site. Provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Give notice 14 to 16 calendar days in advance of when the site will be available to the utility. Follow up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The contractor shall cooperate and coordinate construction activities with these companies.

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

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the regional office during normal working hours. Contact the region's Utility Permit Coordinator Mark Goggin at (608) 792-1366.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows:

<u>Alliant Energy – Electric</u>. Alliant Energy has overhead and underground electric facilities at the following locations:

- STH 136 (north-side)
- Hatchery Road (north-side)
- CTH W (both sides)
- USH 12 (west-side), (underbuilt with ATC transmission line)
- STA 526+00 to End Project (both sides)
- Lehman Road (south-side)
- Ski Hi Road (north-side)
- Commerce Avenue (south-side)

Overhead lines may be in conflict with the proposed grading at the following locations:

LOCATION	STATION	-	STATION	LT/RT
USH 12	523+00EB	-	523+00EB	LT/RT
USH 12	528+00EB	-	528+00EB	LT/RT
USH 12	532+00EB	-	532+00EB	LT/RT
USH 12	536+00EB	-	536+00EB	LT/RT
USH 12	537+00EB	-	537+00EB	LT/RT
USH 12	549+00EB	-	549+00EB	LT/RT
LEHMAN ROAD	491+00LR	-	499+00LR	RT
USH 12	564+50EB	-	564+50EB	LT/RT
SKI HI ROAD	600+00SH	-	610+00SH	LT
USH 12	572+00EB	-	572+00EB	LT/RT
USH 12	596+00EB	-	596+00EB	LT/RT

Poles have been installed on the north side of STH 136 from the existing lines west of the construction limits to the STH 136 EB on-ramp. The lines then go underground and proceed north and cross STH 136. The lines continue underground on the north side of STH 136 until they cross under STH 136 after the east construction limits to an overhead line that will tie in with existing facilities.

The existing overhead lines west of USH 12 on Hatchery Rd will remain. The existing overhead line to the east of USH 12 on Hatchery Rd will also remain except for a pole that was located in the center of the new cul-de-sac. This pole was removed. An existing line was removed that served a building that was also removed with this project. An underground line comes off the existing pole on the north side of Hatchery Rd to supply power to the Baraboo Wisconsin Congregation Jehovah's Witnesses.

Alliant has installed two new underground facilities parallel to CTH W along the north and south. The facilities cross USH 12 at approximately 413+00EB and 417+00EB at an approximate elevation of 970'. The facility on the north end of CTH W follows alongside the right-of-way and stays within the right-of-way. The facility on the south end of CTH W stays near the right-of-way, but utilizes an easement.

Alliant will install new underground electric facilities along the west right-of-way of existing USH 12 near 515+00WB to the new cul-de-sac and then continue along the north

side of Archibald's driveway to the residence. Alliant will coordinate with the contractor during construction to verify burial depths and location.

Alliant will be attaching onto ATC's poles from 527+85EB to 604+55EB.

Alliant will be replacing the poles along the south side of Lehman Rd and move the line farther south, but still within the right-of-way. At the USH 12 intersection Alliant will attach onto ATC's pole. Alliant will install an underground one-phase line crossing Lehman Rd onto the west right-of-way line of Oak Ct. The line will continue underground on the west side of Oak Ct to serve existing customers. There may be some conflicts with an underground line where the Green Valley Campground driveway ties in with the existing roads. If conflicts arise Alliant will work with the contractor to make adjustments. Contact David McCoy with any adjustment information at (608) 356-0609.

There is an existing overhead line from an ATC pole on the west side of USH 12 at 564+55EB to Ski Hi Rd. This line will be replaced with an underground three-phase line to a new pole along right-of-way line on the north side of Ski Hi Rd. Existing poles along Ski Hi Rd will be replaced and moved farther north within project limits.

Alliant will complete all relocations by July 31, 2016.

<u>Alliant Energy – Gas</u>. Alliant Energy has underground natural gas facilities at the following locations:

- STH 136 (south-side)
- Hatchery Road (south-side)
- CTH W (north-side)
- Commerce Avenue (south-side)

Underground lines will not be in conflict with the proposed grading.

Gas main has been installed along the northern right-of-way of STH 136 where the line crosses to the south and the main continues north along USH 12 right-of-way to approximately station 359+00EB. The gas main is bored to the eastern USH 12 right-of-way at an elevation of approximately 920'. The utility plans indicate gas main is 5' to 10' off of the underground electric that is bored as well. The gas main then goes southeast along STH 136 right-of-way to east to tie into existing main.

Existing 2" plastic main that runs along Hatchery Rd will remain in place. The existing service going south along USH 12 will be discontinued to the building removal site.

The existing gas main crossing on CTH W will remain in place as well as all facilities to the east of that crossing.

Some existing facilities do not appear to be in conflict, however if there is a conflict, Alliant will work with the contractor to make adjustments. Contact Jason Hogan with any adjustment information at (608) 458-4871.

<u>American Transmission Company (ATC)</u>. ATC has overhead transmission facilities at the following locations:

- Baraboo River
- CTH W (south side)
- USH 12 (both sides)

Overhead lines may be in conflict with the proposed grading at the following locations:

LOCATION	STATION -	STATION	LT/RT
USH 12	527+85EB -	604+55EB	LT/RT

Two structures near the Baraboo River are located on each side of the bridge and the other two are located south of the bridge on each side of USH 12.

Two structures are located on the north side of CTH W and west of the CTH W off-ramp. From there, the line goes south along the CTH W EB on-ramp. The line then spans USH 12 to a structure south of CTH W. Three more structures are located east of CTH W WB off-ramp on the south side of CTH W to an existing facility at Commerce Avenue.

ATC will be replacing their overhead lines from 527+85EB to 604+55EB. The line will be on the east side of USH 12 from the south end of the Wenzel driveway to Lehman Rd. At Lehman Rd, the line will cross USH 12 overhead to the southwest corner of the USH 12 – Lehman Rd intersection. The overhead line will continue on the west side of USH 12 from Lehman Rd to the end of the project where it will tie in with existing lines.

ATC will be complete with all pole relocations by July 31, 2016. Working clearances need to be maintained from the ATC 69 kV lines based on the latest OSHA requirements at all times. ATC shall be notified prior to any excavation within 20 feet of the ATC structures. No storage of spoils or temporary fill material is allowed under the transmission line at any time. ATC's contact for project meeting invites and excavation notifications will be Rodger Ludlum at (608) 622-9225.

<u>CenturyLink</u>. CenturyLink has underground/overhead fiber optics facilities at the following locations:

- STH 136 (north-side), underground
- Hatchery Road (north-side), underground
- CTH W (north-side), underground
- USH 12 (west-side), underground; Skillet Creek Road to Lehman Road
- Lehman Road (north-side), underground
- USH 12 (west-side), underground; Lehman Road to Ski Hi Road

- USH 12 (east-side), underground; Ski Hi Road to End of Project
- Ski Hi Road (north-side), underground

CenturyLink has existing facilities on along the STH 136 north right-of-way line. The line continues along the right-of-way until a crossing from the facilities along the north STH 136 right-of-way line to the south. The facilities proceed north along the USH 12 right-of-way to Station 358+00WB. The facilities are bored from the USH 12 west right-of-way line to the USH 12 east right-of-way line crossing USH 12 at Station 358+00WB. The facilities continue south along the USH 12 east right-of-way. The facilities progress east along the STH 136 north right-of-way. Lastly, the facilities are bored south across STH 136 to existing facilities near the STH 136 south right-of-way.

CenturyLink relocated on the north side of Hatchery Road. The relocation continues east along the Hatchery Road north right-of-way. The facility is bored from the USH 12 west right-of-way under USH 12 to the USH 12 east right-of-way. CenturyLink proceeds east along the Hatchery Road north right-of-way.

On CTH W, CenturyLink has facilities on the CTH W south right-of-way. The facilities proceed east along the CTH W south right-of-way. The facilities continue along the USH 12 west right-of-way to the south to Station 417+60EB. The facilities were bored under USH 12 from the USH 12 west right-of-way to the USH 12 east right-of-way. From the USH 12 east right-of-way the facilities continue north to the CTH W south right-of-way line. From the CTH W south right-of-way line the cable advances east. The facilities were bored north under CTH W. Lastly, the facilities were bored under Commerce Avenue to the east to existing facilities.

CenturyLink has existing facilities on existing USH 12 at Station 514+50EB that run south to the end of the project. The existing facilities have been discontinued. There are new facilities that begin at Station 514+50EB and continue parallel to the southwest until 517+00EB where they continue until they reach the west right-of-way. From the USH 12 west right-of-way, the facilities proceed southeast along the right-of-way until they reach 534+00EB where they cross Green Valley Driveway and then continue south along the USH 12/Oak Court right-of-way. The facilities proceed south along the USH 12/Oak Court right-of-way to station 547+00EB where it crosses Oak Court. From station 547+00EB, the facilities proceed south to Ski Hi Road where they are bored under USH 12 to the north side of Ski Hi Road. The facilities then cross from the USH 12 east/Ski Hi Road north right-of-way to the USH 12 east/Ski Hi Road south right-of-way through a bore. From the USH 12 east/Ski Hi Road south right-of-way, the facilities continue south along the right-of-way to Station 605+25EB. The facilities are bored under USH 12 to the existing facilities on the USH 12 west right-of-way where they continue south.

From the facilities at the USH 12 and Lehman Road intersection, a facility proceeds along the Lehman Road north right-of-line to the west to Station 490+80LR.

CenturyLink continues from the facilities at the USH 12 east/Ski Hi Road north right-of-way to the east along the Ski Hi Road north right-of-way. The two facilities connect to the existing facilities at Station 612+58SH.

Existing facilities do not appear to be in conflict, however if there is a conflict, CenturyLink will work with the contractor to make adjustments. Contact Steve Bishop with any adjustment information at (608) 355-7501.

<u>Charter Communications</u>. Charter Communications has facilities at the following locations:

- STH 136 (north-side), underground
- CTH W (north-side), underground
- Crossing USH 12 at Station 536+50, overhead attached American Transmission Company's poles
- USH 12 (west-side), overhead attached to American Transmission Company's poles; Station 526+00 to End Project
- Commerce Avenue (south side)

Underground/overhead lines may be in conflict with the proposed grading at the following locations:

LOCATION	STATION -	STATION	LT/RT
USH 12	526+00EB -	605+73EB	LT/RT

Charter will coordinate the relocation of their aerial facilities along USH 12 from 526+00 to End Project with ATC by July 31, 2016. All other underground facilities to be moved as needed. Give Charter a 5 working day notice in advance of when relocations are needed. Allow 5 working days for relocation. Contact Harlow Jarvis with any adjustment information at (608) 434-8719.

<u>City of Baraboo</u>. The City of Baraboo has underground water and sanitary sewer facilities at the following locations:

- CTH W sanitary sewer
- CTH W water main

City of Baraboo has existing water main on the north side of CTH W.

**Northern Natural Gas.** Northern Natural Gas has facilities at the following locations:

- West of Existing USH 12 throughout project limits
- Crossing Gasser Road 3500' west of USH 12, 12"/8"/6" lines
- Crossing Cowles Road 350' south of Gasser Road, 6"/6" lines
- Crossing Lehman Road 1100' west of USH 12, 12" line

Northern Natural Gas (NNG) facilities are located south of Gasser Road to a minimum of 5 feet below the lowest point of the proposed USH 12 excavation.

Mechanical equipment shall not be used for excavation within 24 inches of the pipe. A minimum of 3 feet of cover is required over the pipeline. An NNG representative must be present at all times when excavation work is being performed within 25 feet of the pipeline. The contractor shall provide NNG a 48 hour notice prior to working in the area.

<u>Village of West Baraboo</u>. The Village of West Baraboo has underground water and sanitary sewer facilities at the following locations:

- STH 136 (north side), 8" sanitary sewer
- STH 136 (north-side), 12" water main

Village of West Baraboo will not be in conflict with the proposed grading.

#### **Project 1674-00-84**

This contract does not come under the provision of Administrative Rule Trans 220.

Known utilities in the project area are as follows:

<u>Alliant Energy – Electric</u>. Alliant Energy has overhead and underground electric facilities at the following locations:

Alliant energy has an existing pole on the Sauk County Shop property that will be used to supply power to the proposed salt storage facility. Refer to the Sauk County Salt Storage Facility article of these special provisions and the plans for additional information.

## 7. Other Contracts.

Project 1674-00-80, Lake Delton – Sauk City, Terrytown Road – Ski Hi Road Phase 1, USH 12, Sauk County, which will construct the grading for USH 12 from Terrytown Road to the Skillet Creek Tributary structures, and grading, paving and structures for STH 136, CTH W, Hatchery Road, Gasser Road and Cowles Road was let in November 2014 and is currently in progress. Coordination with the contractor on Project 1674-00-80 will be required and is incidental to the items of work in this contract.

Project 1674-00-82, Lake Delton – Sauk City, Terrytown Road – Ski Hi Road Phase 2, USH 12, Sauk County, which will construct the Baraboo River, Skillet Creek and Skillet Creek Tributary structures was let in July 2015 and is currently in progress. Coordination with the contractor on Project 1674-00-82 will be required and is incidental to the items of work in this contract.

## 8. Work By Others.

Interstate Logos – Wisconsin will be installing blue Specific Information Signs (SIS) and their associated posts. SIS are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. Approximate SIS locations are identified in the plans for reference purposes.

Contact Interstate Logos - Wisconsin at (844) 496-9163 at the beginning of construction to coordinate the timing of these sign installations prior to opening the USH 12 bypass portion of the project to traffic.

The contractor is responsible for damage done to these signs due to contractor operations.

### 9. Railroad Insurance and Coordination.

## **A** Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad property and any existing tracks.

## **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin and Southern Railroad. Include the Wisconsin Department of Transportation as an additional insured.

Notify evidence of the required coverage, and duration to Ms. Jamie Wilson at WATCO Companies, 315 West 3<sup>rd</sup> Street, Pittsburg, KS 66762, TELEPHONE (620) 231-2230, email <a href="mailto:jmwilson@watcocompanies.com">jmwilson@watcocompanies.com</a>. Include the following information on the insurance document:

Project 1674-00-81 Route Name USH 12 Sauk County Crossing ID New Crossing Railroad Subdivision Reedsburg Railroad Milepost 177.40

## A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None

# A.3 Names and addresses of Railroad Representatives for Consultation and Coordination

Contact Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (608) 620-2044; Ext. 4201; FAX (608) 243-9225; email <a href="mailto:rschaalma@watcocompanies.com">rschaalma@watcocompanies.com</a> for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad

## A.4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

## A.5 Train Operation

Approximately 0 passenger trains and 2 through freight trains operate daily through the construction site. Through freight trains operate at up to 25 mph. There are no switching movements within the construction site.

## **A.6 Temporary Clearances During Construction**

Replace subparagraphs (3) 4.1 and (3) 4.2 of standard spec 107.17.1 with the following:

Provide 12 feet 0 inches (3.66 m) plus 1.5 inches (38 mm) per degree of track curvature, measured horizontally from the track center line.

Provide 21 feet 6 inches (6.55 m) plus compensation for super-elevated track, measured vertically above the top of the highest rails.

## **B** Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations. The following conditions may also warrant flagging:

- 1. Cranes swinging or handling materials or equipment within 25 feet of the centerline of any track.
- 2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
- 3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
- 4. Bridge painting activities including rigging of falsework, scaffolding or similar activities within 25 feet of the centerline of any track.
- 5. Deck removal activities within 25 feet of the centerline of any track.
- 6. Pouring of bridge decks in spans over an operated track.
- 7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## C Flagging by Railroad – Railroad Does Not Pay Flagging Costs

#### C.1 General

*Replace paragraph (3) of standard spec 107.17.1 with the following:* 

Comply with the railroad's rules and regulations regarding operations on railroad right-ofway. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 20 business days before starting work near a track. Provide the specific time planned to start the operations.

Extended Duration Work or Longer Work Day (to be used when requiring a flagger for longer periods of time, 4-weeks or more, or working longer than an 8-hour work day, or as defined in section B.1.)

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

## C.2 Rates – Wisconsin and Southern Railroad Company

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

\$90 per hour for up to nine-hours at the work-site per day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$135 per hour for all hours over nine in any week-day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$135 per hour for up to nine hours at the work-site on Saturdays (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$180 per hour for all hours over nine on Saturdays (including wages, labor surcharges, meal, lodging, vehicle and mileage expenses).

\$180 per hour for up to nine hours on Sundays or holidays (including wages, labor surcharges, meal, lodging, vehicle and mileage expenses).

#### **C.3** Reimbursement Provisions

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

## **C.4 Excluded Conditions**

The department will not reimburse any of the cost for additional flagging attributable to the following:

- 1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
- 2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

## **C.5** Payment for Flagging

Railroads may issue progressive bills. Notify the railroad when the work is completed and request a final bill from the railroad. The railroad will issue a final bill. Promptly pay railroad-flagging bills, less any charges that may be in dispute. The department will pay for flagging reimbursement under the Railroad Flagging Reimbursement administrative item. The department will withhold flagging reimbursement until any disputed charges are resolved and the final bill is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

## **D** Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training is shown under the railroad's name. The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right-of-entry form. The security awareness and contractor orientation certification is valid for two years and must be renewed for projects that will carry over beyond the two year period. Contractor and subcontractor employees shall wear

the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract. 107-034(20130615)

## 10. Construction Over or Adjacent to Navigable Waters.

Add the following to standard spec 107.19:

The Baraboo River, Skillet Creek and Skillet Creek Tributary are classified as navigable waterways. 107-060 (20150630)

# 11. 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 <a href="http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection\_protocols.pdf">http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection\_protocols.pdf</a> 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)

## 12. Erosion Control and Environmental Protection.

*Supplement standard spec 107.18 with the following:* 

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.

*Supplement standard spec 107.18 with the following:* 

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

"Dewatering". This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/standards/const standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

Supplement standard spec 107.20 with the following:

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

Stockpile spoil material on upland sites an adequate distance from the stream and any open water created by excavation. Install filter fabric silt fence between spoil material and the stream and between the entire disturbed area and the waterway.

WDNR mandates that appropriate erosion control measures be applied to borrow and waste areas during and following construction. Following completion of the project, restore borrow and waste areas and properly seed, mulch and protect them from the effects of erosion.

When engaged in roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have a suitable self-contained particulate collector to prevent discharge from the collector bin into the atmosphere.

Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

Existing waterways and sensitive areas shall be protected. Do not disturb or store any equipment or materials in these areas without prior approval from the engineer. Store materials upland and away from the waterway. Do not wash out equipment in drainage ways or direct conduits to waters of the state. Keep slurry out of drainage ways.

If a temporary channel is needed for culvert construction, line the channel with plastic or other non-erodible material and weighted down with clear stone. The temporary channel must be capable of carrying all stream flows during the construction period and must maintain a suitable depth and velocity to allow the passage of migrating fish and aquatic species. Fish that become stranded in dewatered areas or temporary channels should be captured and returned to the active channel immediately.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the preconstruction conference. The contractor shall prepare and submit an ECIP for the project, including borrow sites and material disposal sites, in accordance with Wis. Adm. Code Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan shall identify how the Contractor intends to implement the project's erosion control plan. The erosion control implementation plan shall outline temporary channel or culvert construction methods.

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

Re-topsoil and install erosion mat and rip rap in drainage channels within five calendar days of beginning of drainage channel grading, as designated by the engineer.

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

Keep all public roadways clean and free from dirt and debris at all times. Provide a self-contained mechanical or air conveyance street sweeper, and dispose of the accumulated material. All street sweeping due to contractor hauling operations is considered incidental to the contract.

## Sauk County Salt Storage Facility

Erosion control within the Sauk County Salt Storage Facility project site shall be established and maintained by the contractor (silt fence, riprap, erosion mat, ditch checks, seeding, mulch, fertilizer). Coordinate all erosion control at the Salt Storage Facility project site with Sauk County Highway Department.

## **Baraboo Range National Natural Landmark**

There shall be no construction materials removed from the Baraboo Range National Natural Landmark (BRNNL) as a result of construction activities for this contract. This includes, but shall not be limited to, any existing quarries, pits or other materials mining operations currently operating within the BRNNL.

Any change to this limitation will require submitting a written request by the contractor to the project engineer, subsequent review and concurrence by the Department of Natural Resources, and final approval by the department.

The BRNNL encompasses land within the following Townships:

Town of Baraboo	Town of Honey Creek
Clerk: Barbara A. Terry	Clerk: Crystal Fahrenkampf
Phone: (608) 356-5170	Phone: (608) 477-0304
Town of Excelsior	Town of Merrimac
Clerk: Lynette M. Gurgel	Clerk: Tim Mc Cumber
Phone: (608) 522-5115	Phone: (608) 493-2588
Town of Freedom	Town of Sumpter
Clerk: Jennifer Roloff	Clerk: Richard M. Nolden
Phone: (608) 522-4343	Phone: (608) 544-2406
Town of Greenfield	Town of Westfield
Clerk: Mary Friesen	Clerk: Amy Schuette
Phone: (608) 356-0054	Phone: (608) 963-7313

Contact the Townships regarding the location of the BRNNL within those Townships.

A map of the BRNNL is available by contacting: Greg Brecka, 2101 Wright Street, Madison, Wisconsin 53704, (608) 245-2671, Gregory.Brecka@dot.wi.gov.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Greg Brecka, 2101 Wright Street, Madison, Wisconsin 53704, (608) 245-2671, Gregory.Brecka@dot.wi.gov. 107-054 (20080901)

# 14. Information to Bidders, Coordination with Other Work.

Coordinate all salt storage facility construction operations with Sauk County and their designee responsible for the site grading, and any incidental construction activities taking place on site as part of the Sauk County Highway Department expansion project.

All grading, foundation excavation and backfilling will be completed by Sauk County.

Work by others includes base aggregate dense ¼-inch, asphaltic surface, tracking pad, washed stone/river rock, and sawing asphalt. Excavation of foundation is part of site prep by Sauk County as stated in the Sauk County Salt Storage Facility article of these special provisions.

The Sauk County representative for the site is:
Steve Muchow, Highway Commissioner
Sauk County Highway Department
620 WIS 136
Baraboo, WI 53913
(608) 355-4855

## 15. Historical and Archaeological Site Protection.

Point of Rocks outcropping is on the National Register of Historic Places. Place safety fence adjacent to the Point of Rocks outcropping as shown in the plans for protection.

Obtain a qualified professional that meets or exceeds the Department of Interior Standards to conduct appropriate identification surveys for Historic Properties on all project related borrow, waste, staging of equipment, or batch plant areas. If requested, WisDOT-CR (Cultural Resources), Lynn Cloud, (608) 266.0099, can offer assistance with obtaining these services provided a two week advance notice is given to ensure availability of the archaeologist.

## 16. Haul Roads.

Coordinate the use of local roads as haul roads with the engineer and the following representatives of the local municipalities:

Town of Baraboo Clerk: Barbara A. Terry Phone: (608) 356, 5170

Phone: (608) 356-5170

Town of Sumpter Clerk: Robin Meier Phone: (608) 643-4759

Village of West Baraboo Clerk: Kathy Goerks Phone: (608) 356-2516

City of Baraboo Clerk: Cheryl Giese Phone: (608) 355-2700

Conduct construction operations in manner that will cause a minimum of inconvenience to the free flow of vehicles on roadways carrying USH 12, STH 136 and CTH W traffic. The contractor will be allowed access to these roads at locations approved by the engineer.

When hauling across any public roads, provide the necessary flagging and signing to control the construction equipment movements. Do not impede traffic flow on the public roads with the flagging operations.

## 17. Baraboo Dells Airport Restrictions and Coordination.

This project is located within the Airport Overlay Zoning and Height Limitation boundaries of the Baraboo Dells Airport. A map of the Airport Overlay Zoning and Height Restriction area is available online at the following link:

According to Code of Federal Regulations (CFR), title 14, Part 77.13, notify the Federal Aviation Administration (FAA) of construction plans and the maximum height of cranes. Notify the FAA no later than 45 days before cranes need to be in the air. For notification, use the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website at: <a href="http://oeaaa.faa.gov/oeaaa/external/portal.jsp">http://oeaaa.faa.gov/oeaaa/external/portal.jsp</a>.

http://cityofbaraboo.com utilize a keyword search of Baraboo Dells Airport.

All height restrictions for cranes or other construction equipment shall be coordinated with the Airport Manager Cheryl Giese at (608) 355-2270, prior to construction operations taking place.

The following information shall be provided to the Airport Manager and engineer prior to the erection of any cranes:

- 1. The name of the person(s) that will be onsite during all hours when cranes are in operation as well as a backup contact person.
- 2. A telephone number, cell number and pager number of the onsite person and backup person for where they can be reached during normal working hours as well as after work hours. This is needed in the event immediate action is required to prevent a crane from becoming a hazard to safe flight operations at the airport.
- 3. An estimated work schedule for each crane location consisting of the types and heights of the cranes, date of erection, duration of work and removal of the crane. During the construction period, notice shall be given to the Airport Manager a minimum of 48 hours prior to the actual erection of any crane.

Cranes at all locations shall be fitted with flashing white strobe lights at their highest point. The airport shall be contacted immediately in the event a strobe light becomes inoperable and the crane shall be lowered immediately until the strobe light is operable.

All cranes shall be lowered at the end of each workday, at night or when not needed.

Adhere to the above stipulations and conditions and coordinate construction equipment activities with the engineer and with Airport Manager.

Revisions to any of the above information shall be coordinated with the Airport Manager and the engineer. All costs for this coordination are considered incidental to the work.

# 18. Soil Borings.

The contractor can obtain soil boring information from Greg Brecka, 2101 Wright Street, Madison, Wisconsin 53704, (608) 245-2671, Gregory.Brecka@dot.wi.gov.

# 19. Abatement of Asbestos Containing Material Parcel 50, Item 203.0210.S.001.

## **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

Mark R. Davis, License Number AII-14093, inspected the buildings on Parcel 50 for asbestos on April 12, 2016. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: approximately 3 sq. feet of friable ACM window glazing material on the detached garage structure.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Greg Brecka, 2101 Wright Street, Madison, Wisconsin 53704, (608) 245-2671, Gregory.Brecka@dot.wi.gov. 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 Greg Brecka, 2101 Wright Street, Madison, Wisconsin 53704, (608) 245-2671, Gregory.Brecka@dot.wi.gov 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: detached garage on Parcel 50, USH 12
- Site Address: S6085 US 12
- Ownership Information: WisDOT Transportation Southwest Region Madison 2101 Wright Street, Madison, WI 53704
- Contact: Greg BreckaPhone: (608) 245-2671
- Age: 86 years. This structure was constructed in 1930.

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 Parcel 50, 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.001 Abatement of Asbestos Containing Material Parcel 50 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)

## 20. Removing Buildings.

The Removing Buildings Parcel 50 item in the plans consists of removing one detached 16' X 24' wood frame garage over a concrete floor and one 1280 SF pole building with metal walls and dirt floor with electrical service. Remove both buildings in accordance with standard spec 204. Both buildings were inspected for asbestos. The window glazing on the three windows on the detached garage was found to contain asbestos. Remove/abate the asbestos containing materials before demolition of the garage in accordance with the Abatement of Asbestos Containing Material Parcel 50 article in these special provisions.

# 21. Removing Signing Cover Plaque, Item 204.9060.S.001.

## **A Description**

This special provision describes removing existing signing cover plaques on Type I signs according to the pertinent provisions of standard spec 204 and as hereinafter provided.

#### **B** (Vacant)

#### **C** Construction

Remove the signing cover plaque at locations shown in the plans.

#### **D** Measurement

The department will measure Removing Signing Cover Plaque as each individual removing cover plaque, acceptably completed.

#### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Signing Cover Plaque	Each

Payment is full compensation for removing the signing cover plaque. 204-025 (20150630)

## 22. Removing Overhead Sign Support, Item 204.9060.S.002.

## **A** Description

This special provision describes removing overhead sign support according to the pertinent provisions of standard spec 204 and as hereinafter provided.

## **B** (Vacant)

#### C Construction

Remove the overhead sign support and all associated mounting hardware at locations shown in the plans. Store all salvaged materials on the right-of-way, outside the construction limits at a location approved by the engineer and Sauk County Highway Department. Upon completion of removal and storage of all materials, contact Steve Muchow at (608) 355-4855. Sauk County will inspect the materials and has the right to reject any damaged or otherwise unacceptable materials.

#### **D** Measurement

The department will measure Removing Overhead Sign Support as each individual overhead sign support removal, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.002	Removing Overhead Sign Support	Each

Payment is full compensation for removal and storage of the overhead sign supports.

Removal of the overhead sign support concrete bases will be paid for separately under bid item Removing Concrete Bases. 204-025 (20150630)

# 23. Removing Permanent Type III Barricades, Item 204.9060.S.003.

## **A** Description

This special provision describes Removing Permanent Type III Barricades according to the pertinent provisions of standard spec 204 and as hereinafter provided.

#### **B** (Vacant)

#### **C** Construction

Remove Permanent Type III Barricades from locations shown on the plans. Store all salvaged barricades and bases on the right-of-way, outside the construction limits at a location approved by the engineer and Sauk County Highway Department. Upon

completion of removal and storage of all materials, contact Steve Muchow at (608) 355-4855. Sauk County will inspect the materials and has the right to reject any damaged or otherwise unacceptable materials.

#### **D** Measurement

The department will measure Removing Permanent Type III Barricades as each, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.003 Removing Permanent Type III Barricades Each

Payment is full compensation for removal and storage of barricades and bases. 204-025 (20150630)

## 24. Removing Permanent Crash Cushions, Item 204.9060.S.004.

## **A Description**

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

## **B** (Vacant)

#### **C** Construction

Remove permanent crash cushions and all associated hardware from locations shown on the plans. Store all salvaged materials on the right-of-way, outside the construction limits at a location approved by the engineer and Sauk County Highway Department. Upon completion of removal and storage of all materials, contact Steve Muchow at (608) 355-4855. Sauk County will inspect the materials and has the right to reject any damaged or otherwise unacceptable materials.

#### **D** Measurement

The department will measure Removing Permanent Crash Cushions by each individual permanent crash cushion, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.004 Removing Permanent Crash Cushions LF

Payment is full compensation for removal and storage of the permanent crash cushion. 204-025 (20150630)

## **25.** Removing Septic Mound, Item **204.9060.S.005**.

## **A Description**

This special provision describes removing the septic mound in accordance with the pertinent provisions of standard spec 204 and as hereinafter provided.

## **B** (Vacant)

#### **C** Construction

Remove the septic mound at the location shown in the plans. Remove all septic mound materials to the native soil layer within the right-of-way. Cut and cap existing septic mound pipes at the right-of-way line. Dispose of all materials in accordance with standard spec 204. Upon completion of septic mound removal notify Steve Sorenson at Sauk County Zoning (608) 335-4831.

## **D** Measurement

The department will measure Removing Septic Mound by each, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.004Removing Septic MoundEach

Payment is full compensation for removal and disposal of septic mound. 204-025 (20150630)

# 26. Removing Street Lights, Item 204.9060.S.006.

## **A Description**

This special provision describes removing existing street lights including the pole, the arm and the breakaway bases at the existing roundabout in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

## **B** (Vacant)

## **C** Construction

Contact David McCoy with Alliant Energy at (608) 356-0609 two weeks prior to removing lighting items to have electrical line de-energized.

Remove the existing light poles, arms and breakaway bases and all associated hardware at the existing roundabout as shown in the plans. Store all salvaged materials on the right-of-way, outside the construction limits at a location approved by the engineer. Contact Jeff Vollmer at (608) 789-5542 to have materials picked up. WisDOT will inspect the materials and has the right to reject any damaged or otherwise unacceptable materials.

#### **D** Measurement

The department will measure Removing Street Lights as each individual street light including the pole, the arm and the breakaway base acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.006Removing Street LightsEach

Payment is full compensation for removal and storage of the street lights. 204-025 (20150630)

## 27. Removing Street Lighting Cabinet, Item 204.9060.S.007.

## **A Description**

This special provision describes removing the existing street lighting cabinet at the existing roundabout in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

## **B** (Vacant)

#### C Construction

Contact David McCoy with Alliant Energy at (608) 356-0609 two weeks prior to removing lighting cabinet to have electrical line de-energized.

Disconnect electrical service and remove the existing lighting cabinet at the existing roundabout as shown in the plans. Store all salvaged materials on the right-of-way, outside the construction limits at a location approved by the engineer. Contact Jeff Vollmer at (608) 789-5542 to have materials picked up. WisDOT will inspect the materials and has the right to reject any damaged or otherwise unacceptable materials.

#### **D** Measurement

The department will measure Removing Street Lighting Cabinet as each individual cabinet, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.007 Removing Street Lighting Cabinet Each

Payment is full compensation for removal and storage of the street lighting cabinet. 204-025 (20150630)

## 28. Removing Temporary Concrete Barrier, Item 204.9090.S.001.

## **A Description**

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

## **B** (Vacant)

#### **C** Construction

Remove temporary concrete barrier from locations shown on the plans. Store all salvaged materials on the right-of-way, outside the construction limits at a location approved by the engineer and Sauk County Highway Department. Upon completion of removal and storage of all materials, contact Steve Muchow at (608) 355-4855. Sauk County will inspect the materials and has the right to reject any damaged or otherwise unacceptable materials.

## **D** Measurement

The department will measure Removing Temporary Concrete Barrier by the linear foot, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT

204.9090.S.001 Removing Temporary Concrete Barrier LF

Payment is full compensation for removal and storage of the barrier. 204-025 (20150630)

# 29. 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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx

## **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
$\leq$ 1500 tons	One test from production, load-out, or
	placement at the contractor's option <sup>[1]</sup>
$>$ 1500 tons and $\leq$ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$>$ 6000 tons and $\leq$ 9000 tons	Three placement tests <sup>[2] [3]</sup>

- [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 sublot 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 <sup>[1]</sup>
Aggregate Sampling Technician	
Aggregate Assistant Certified Technician (ACT-AGG)	
Aggregate Technician IPP	Aggregate Gradation
Aggregate Assistant Certified Technician (ACT-AGG)	Testing, Aggregate Fractured
	Particle Testing, Aggregate
	Liquid Limit and Plasticity
	Index Testing

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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/qual-labs.aspx

## **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.
- 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 two 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 two 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 OC 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 (20151210)

## 30. Ride Quality.

Replace standard spec 440.3.4.2 (2) with the following:

(2) Profile runs for acceptance must be completed the day after paving. The department may require testing to accommodate staged construction or if corrective action may be required.

*Replace standard spec 440.3.4.4 (4) with the following:* 

(4) Upload the electronic ProVAL project file containing the .ppf files for each profiler acceptance run and ride quality module reports daily. Reports from the first day of mainline paving must be available for department review prior to starting the second day of paving. Upload in pdf format using the MRS software available at:

http://www.atwoodsystems.com/iibv2/default.cfm.

## 31. HMA Pavement 4 LT 58-28 S, Item 460.5224.

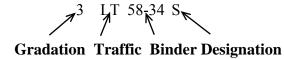
## **A Description**

This special provision describes providing HMA pavement including the binder under a combined bid item.

Define gradations, traffic levels, and asphaltic binder designation levels as follows:

GR	ADATIONS (NMAS)	TRAF	FIC VOLUME	DESI	GNATION LEVEL
1	37.5 mm	LT	Low	S	Standard
2	25.0 mm	MT	Medium	Н	Heavy
3	19.0 mm	HT	High	V	Very Heavy
4	12.5 mm			E	Extremely Heavy
5	9.5 mm				
6	4.75 mm				

Construct HMA pavement of the type the bid item indicates encoded as follows:



Conform to standard spec 460 as modified in this special provision.

#### **B** Materials

Replace standard spec table 460-1 with the following to change the footnotes to refer to LT and MT mixes instead of E-0.3 and E-3 mixes:

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE		PERCENTS PASSING DESIGNATED SIEVES					
SIEVE				NOMINA	AL SIZE		
	37.5 mm (#1)	25.0 mm (#2)	19.0 mm (#3)	12.5 mm (#4)	9.5 mm (#5)	SMA 12.5 mm (#4)	SMA 9.5 mm (#5)
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 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0

<sup>[1] 14.5</sup> for LT and MT mixes

Replace standard spec table 460-2 with the following to switch from E mixes to LT, MT, and HT mixes; and change the tensile strength ratio requirements to 0.75 without antistripping additive and 0.80 with antistripping additive:

<sup>[2] 15.5</sup> for LT and MT mixes

#### **TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	LT	MT	HT	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	<2.0	2 - <8	>8	> 5 mil
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	65/	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N <sub>ini</sub>	6	7	8	8
Gyrations for N <sub>des</sub>	40	75	100	65
Gyrations for N <sub>max</sub>	60	115	160	160
Air Voids, %Va (% $G_{mm}$ N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 – 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)				
no antistripping additive	0.75	0.75	0.75	0.75
with antistripping additive	0.80	0.80	0.80	0.80
Draindown at Production Temperature (%)				0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

Replace standard spec 460.2.8.2.1.7 paragraph six with the following to base payment adjustment on the combined bid item unit price:

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

 $<sup>^{[3]}</sup>$  For #5 (9.5mm) and #4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76%.

<sup>[4]</sup> For #2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67%.

<sup>[5]</sup> For #1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67%.

(6) The department will reduce payment for nonconforming QMP HMA mixtures, starting from the stop point to the point when the running average is back inside the warning limits, as follows:

#### PAYMENT FOR MIXTURE[1] [2]

	PRODUCED WITHIN	PRODUCED OUTSIDE
ITEM	WARNING BANDS	JMF LIMITS
Gradation	90%	75%
Asphalt Content	85%	75%
Air Voids	70%	50%
VMA	90%	75%

<sup>[1]</sup> For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

Replace standard spec 465.2 with the following:

- (1) Under the Asphaltic Surface, Asphaltic Surface Detours, and Asphaltic Surface Patching bid items; submit a mix design. Furnish asphaltic mixture meeting the requirements specified for either type LT or MT mix under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8.
- (2) Under the other 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC 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.

## **C** Construction

Replace standard spec table 460-3 with the following to switch from E mixes to LT, MT, and HT mixes:

TABLE 460-3 MINIMUM REQUIRED DENSITY[1]

		PERCENT OF	TARGET MAXIN	IUM DENSITY
LOCATION	LAYER		MIXTURE TYPE	
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	91.5 <sup>[3]</sup>	92.0 <sup>[4]</sup>	
TRAFFIC LANES	UPPER	91.5	92.0	
SIDE ROADS, CROSSOVERS,	LOWER	91.5 <sup>[3]</sup>	92.0 <sup>[4]</sup>	
TURN LANES, & RAMPS	UPPER	91.5	92.0	
SHOULDERS &	LOWER	89.5	89.5	
APPURTENANCES	UPPER	90.5	90.5	

Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. The department will administer pay reduction under the Nonconforming QMP HMA Mixture administrative item.

#### **D** Measurement

Add the following to standard spec 460.4:

The department will measure HMA Pavement (type) conforming to standard spec 460.4.

#### **E** Payment

Add the following to standard spec 460.5 to switch from E mixes to LT, MT, and HT mixes; to combine the pavement and binder bid items; and to specify a pay reduction for pavement placed with nonconforming binder:

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

ITEM NUMBERDESCRIPTIONUNIT460.5224HMA Pavement 4 LT 58-28 STON

Payment is full compensation for providing HMA Pavement including asphaltic binder.

In addition to any pay adjustment under standard spec 460.2.8.2.1.7(6), the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

460-025 (20160419)

# 32. Fence Safety, Item 616.0700.S.

## **A Description**

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

#### **B** Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

<sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[5]</sup> The minimum required densities for SMA mixtures are determined according to CMM 8-15.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh Service Temperature: -60° F to 200° (ASTM D648)

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638) Chemical Resistance: Inert to most chemicals and acids

#### C Construction

Drive posts into the ground 12 to 18 inches. If shallow bedrock prevents burying the posts 12 inches, place the posts in a base that will allow them to stand upright. Space posts at 7feet.

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

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

#### **D** Measurement

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

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT 616.0700.S Fence Safety LF

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

616-030 (20070510)

# 33. Mulching.

The following revisions to the standard specifications for mulching apply only to mulch used on the USH 12 project site. They do not apply to mulching used for restoring borrow/waste sites outside the USH 12 project limits.

*Supplement standard spec 627.2 with the following:* 

Mulching material consists of straw or hay in an air-dry condition, wood excelsior fiber, wood chips, or other certified material of a similar nature that the engineer approves, and shall be certified as noxious weed seed free forage and mulch, as designated by the North American Weed Free Forage Certification Program. Utilize one of the suppliers as noted below or approved equal and provide documentation of certification of weed seed free forage and mulch.

Agrecol Corporation of Rock County Kratz Farms LLP of Washington County Russell Farms of Barron County Russ Anclam of Douglas County Frontier Farms of Walworth County

*Replace standard spec 627.3.2 with the following:* 

Perform the work using Method B, Tackifier.

## 34. Stone or Rock Ditch Checks, Item 628.7515.S.

## **A Description**

This special provision describes furnishing and installing stone or rock ditch checks as shown on the plans or as directed by the engineer, or both, and as hereinafter provided.

#### **B** Materials

Provide materials conforming to size requirements for size no. 2 coarse aggregate for concrete masonry or riprap according to the standard spec 501.2.5.4.4. Railroad ballast or breaker run stone conforming to the following applicable gradations may also be used:

Railroad Ballast		
Percent by		
Sieve Size	Weight Passing	
2 Inch	100	
1 Inch	20 - 55	
3/8 Inch	0 -5	

<b>Breaker Run Stone</b>			
	Percent by		
Sieve Size	Weight Passing		
5 Inch	100		
1½ Inch	0 - 50		
3/8 Inch	0 - 5		

Incorporate stone or rock in the ditch checks that is hard, sound, and durable, and meets the approval of the engineer.

#### **C** Construction

Place stone or rock ditch checks immediately after shaping of the ditches or slopes is completed. Place stone or rock ditch checks at right angles to the direction of flow and construct to the dimensions and according to the details shown in the plans.

Remove sediment from behind the stone or rock ditch checks when it has accumulated to one half of the original height of the dam.

#### **D** Measurement

The department will measure Stone or Rock Ditch Checks in volume by the cubic yard of material incorporated in the work.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 628.7515.S Stone or Rock Ditch Checks CY

Payment is full compensation for furnishing, producing, crushing, loading, hauling, placing, and shaping and maintaining Stone or Rock Ditch Check.

The quantity of sediment removed shall be multiplied by a factor of ten and paid for as Common Excavation. 628-050 (20151210)

# 35. Furnishing and Planting Plant Materials.

Perform the work under this item according to the plans, standard spec 632, as shown on the plans, and as hereinafter provided.

Add the following to standard spec 632.2.1:

Ensure all plants are grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

Add the following to standard spec 632.2.8:

Furnish a list of sources for plants according to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

Add the following to standard spec 632.2.3.4:

Submit planting mixture for review and approval by the engineer before use on project. The engineer reserves the right to reject planting mixture that does not conform to the specifications and/or does not come with the appropriate material certificates. The engineer may require the contractor to take samples (for USDA soil texture classification, pH, % organic matter, nutrient content, cation exchange capacity, soluble salts, and the presence of any materials deleterious to plant growth) and provide testing through a qualified testing laboratory approved by the State of Wisconsin to confirm that topsoil meets the requirements outlined in Section 625.

*Delete standard spec 632.2.4.2 and replace with the following:* 

For fertilizer used in plant holes, provide a three-year release, water-soluble fertilizer contained in a micropore slow release polyethylene packet. Ensure each packet contains two ounces of fertilizer. A single 2-ounce packet is considered one unit. Ensure the fertilizer conforms to the following minimum requirements:

```
Nitrogen, not less than ---- 16%
Phosphoric Acid, not less than ---- 8%
Potash, not less than -----8%
```

For trees: Use a minimum of two units and provide two units per caliper inch of tree trunk diameter. For one-half caliper measurements, round up to the next unit.

For shrubs: Use a minimum of two units and provide one unit per 12 inches of plant height or spread.

Delete standard spec 632.2.6 and replace with the following:

Provide Shredded Hardwood Bark Mulch for mulch rings around the base of plant material that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, weeds, weed seeds and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. Ensure that the material does not contain the bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, does not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches.

Supply source of shredded hardwood bark mulch to the engineer. All sources will be subject to verification and approval by the engineer.

Delete standard spec 632.2.7 and replace with the following:

Do not use wrapping on plant material.

*Delete standard spec 632.2.9 and replace with the following:* 

Provide rodent protection for single-stem trees of rigid plastic mesh made of recycled HDPE with an open mesh matrix 3/4" by 3/4" with each strand approximately 1/8" x 1/8" x 1/8". Ensure the product is UV treated with a life expectancy of up to five years. Ensure product is at least 48 inches high. Supply source of rodent protection to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for single-stem trees according to manufacturer's written instructions, burying the bottom of the rodent protection 2-3 inches into the adjacent soil grades.

Provide rodent protection for multi-stemmed trees of chicken wire or other similarly rigid, matrix-material with an open mesh matrix 3/4" by 3/4" or less, 48 inches high. Supply source of chicken wire to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for multi-stemmed trees such that the entire base of the tree is protected; circumference of rodent protection may vary based on specific characteristics of each tree. Ensure that the bottom 2-3 inches of the rodent protection is buried into the adjacent soil grades.

Use granular or similar rodent bait for shrub and perennial beds as needed and only as approved by the engineer.

Completely remove all rodent protection materials from the project at the end of the 2-year proving period.

Delete standard spec 632.2.1, subsection (2) and replace with the following:

Use 18" long soft polymer webbing strap with grommets at end of the two ends to secure wire or twine to tree. Supply source of webbing straps to the engineer. All sources will be subject to verification and approval by the engineer.

Provide tree stabilization for all trees:

- Planted on slopes greater than 4:1;
- Planted in areas prone to high winds;
- Planted in areas prone to flooding or with seasonally saturated soils;
- At the discretion of the Landscape Contractor to ensure viable, healthy plantings;
- At the discretion of the engineer.

Completely remove all tree stabilization materials from the project at the end of the 2-year proving period.

*Delete standard spec 632.3.1, subsection (1) and replace with the following:* 

The normal spring planting season for all plants is up to June 15. The normal fall planting season is September 15 to November 15 or up until the ground is frozen. Ensure the planting of evergreen trees and shrubs, and perennials in the fall is completed by October 15. If the overall construction schedule dictates that planting will occur between June 15 and September 15, obtain approval from the engineer to begin installation outside of the normal planting seasons. If the engineer grants approval of the request, the contractor will also be held fully responsible for any and all additional maintenance associated with planting outside of the normal planting seasons including, but not limited to, supplemental watering above and beyond the typical, specified landscape maintenance and care cycle schedule.

Add the following to standard spec 632.3.1:

Take care not to damage or disturb adjacent finished landscape and seed or sod to repair any and all damage caused to adjacent seeded and/or sodded areas.

*Delete standard spec 632.3.3 and replace with the following:* 

Stake out locations of all plant holes and obtain approval of staked location from the engineer before planting.

Add the following to standard spec 632.3.4:

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. Ensure the bottom of the rootball is in direct contact with the bottom of the hole.

*Add the following to standard spec 632.3.7:* 

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the <u>entire</u> root ball of B&B plants unless the engineer determines that removal of said material will be detrimental to plant stability and/or establishment.

*Delete standard spec 632.3.18.1.1 and replace with the following:* 

The plant establishment period for this contract is two growing seasons, beginning at the date of substantial completion as established by the engineer and ending at the end of the established care cycles, no less than two growing seasons later.

Delete standard spec 632.3.18.1.3.

Add the following to standard spec 632.3.19.1:

Remove all staking, bracing wire material, and other plant stabilization material at the end of the required establishment period.

Remove all rodent protection measures at the end of the required establishment period.

The interval for a care cycle is 10-14 days between May 15 and October 15. There will be ten required care cycles in a growing season.

Perform a complete and thorough spring clean-out around the base of all plants. Perform Spring clean-out during the first care cycle of the year (between April 15 and May 1) or as soon as weather and growing season conditions permit. Do not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Ensure that Spring clean-out includes removal of past-season herbaceous material that has grown up within mulch rings at the base of the plant material, removal of any material damaged over the winter by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in the general vicinity of the berm planting area, planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

Perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform Fall clean-out during the last care cycle of the year (between October 15 and October 31). Do not perform fall clean-out if the soil is saturated from rain event; wait until the soil moisture levels have gone down before performing the final bed clean-out. Ensure that Fall clean-out includes removing any material damaged during the growing season by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in the general vicinity of the berm planting area, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

Provide supplemental water during the April 15 to October 31 maintenance period as often as necessary to ensure healthy, thriving, and established plant material. The contractor shall remain solely responsible for plant health and watering for the duration of the proving period.

Re-mulching of mulch rings at the base of tree and shrub material is expected to be performed immediately prior to the end of the two-year proving period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment for remulching will not be granted.

## 36. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period. 632-005 (20070510)

## 37. Field Office.

The work under this item shall be according to the pertinent requirements of standard spec 642 and as hereinafter provided.

Replace standard spec 642.2.2 with the following:

Field Office, Type D shall have a minimum interior space of 750 square feet and shall be all or part of an existing commercial building that is located within 1 mile of the project corridor having a parking facility with a minimum capacity of 8 passenger vehicles. The office shall include space for a meeting room that is at least 20 x 20 feet. The meeting room shall be equipped with two 4 x 8 foot tables and at least 10 folding chairs.

The office shall be equipped with the following: Minimum electrical service of 100A and 120 VAC, all rooms shall include a heating, air conditioner or central air conditioning system, an exterior and interior door with locks, five suitable office desks with drawers, seven office chairs, one four-drawer file cabinet, one four-shelf bookcase, two 2.5 x 5 foot minimum tables and a six-pound or larger fire extinguisher meeting the requirements for classes A, B and C of the NFPA code.

Adequate indoor bathroom facilities shall be located in the building for use by project personnel. The bathroom shall be cleaned weekly, maintained and supplied by building management or the contractor.

Provide the field facility with up to four communication services designated as follows; 2-Voice, 1-Fax, and 1-High speed internet connection for computer(s) at a setting no less than 1 MB and up to 10 MB. The high speed Internet connection must utilize either DHCP pr PPPoE as the connection method.

Provide two programmable touch-tone telephones of which one will be a cordless type operating at no less than 2.4 GHz and one will have an answering machine unless voice mail service is available. The telephones and the communication services are for the sole use of the department staff.

Provide one new color copier/printer/scanner/fax multifunction machine with duplex capabilities, minimum machines include Lanier LD620c or Canon C2550 or equal. The machine shall have print size of 11" x 17", minimum of two sheet trays that can handle 8-1/2" X 11" or legal size and 11" X 17" paper sources, color output speed of 20 ppm,

touch panel controls, scan capabilities to create PDF documents, standard duplex capabilities, minimum of 4MB of memory, minimum print resolution of 2400 dpi x 600 dpi, capable of printing from multiple computers. Included with the copier/printer machine shall be a full service maintenance contract for the entire length of the construction contract which shall include setup as required, any and all maintenance required, and replacement toner as needed.

Maintain the field office, equipment and provide fax and copy machine supplies as requested by the engineer, including all print cartridges.

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

## **A Description**

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

#### **B** Materials

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

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

#### C Construction

#### C.1 General

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

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

## C.2 Groove Depth

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

## **C.3** Groove Width – Longitudinal Markings

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

#### C.4 Groove Position

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

## **C.5** Groove Cleaning

#### C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

## C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

## C.5.3 Existing Asphalt

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

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

## **C.6** Tape Application

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

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

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

## 2) For the remainder counties:

• Apply either adhesive.

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

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

#### **D** Measurement

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

#### **E** Payment

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

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

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

# 39. Topsoil Special, Item SPV.0035.001.

## **A Description**

This special provision describes excavating and disposing of material taken from within tree planting locations in the US 12 plans and according to standard spec 205 and furnishing and installing topsoil at the tree and shrub planting locations according to the requirements of standard spec 625, the plans, and as hereinafter provided.

#### **B** Materials

Excavate materials according to standard spec 205. Furnish topsoil materials according to standard spec 625.

Ensure Topsoil Special is in a Ph range of 6.0 to 7.0.

#### C Construction

Excavate materials as the plans show or the engineer allows from the tree and shrub planting areas according to standard spec 205. Dispose of surplus or unsuitable material as

specified in standard spec 205.3.12. Place Topsoil Special according to standard spec 625 in locations and depths shown in the details.

#### **D** Measurement

The department will measure Topsoil Special by the cubic yard acceptably completed as computed using the method of average end areas, with no correction for curvature.

If it is not possible to compute volumes of Topsoil Special by the method of average end areas, the department may compute the volumes by alternate methods involving 3-dimensional measurements.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0035.001Topsoil SpecialCY

Payment is full compensation for furnishing all materials, excavating and disposing of tree and shrub planting area materials, furnishing and placing all topsoil materials in tree and shrub planting areas, including excavation, loading, and hauling.

## 40. Inlet Covers Temporary, Item SPV.0060.001.

## **A** Description

This special provision describes furnishing, installing, adjusting and removing temporary inlet covers on existing storm sewer structures at locations shown in the plans.

#### **B** Materials

Furnish inlet covers according to the pertinent requirements of standard spec 611. Provide open grates for drainage, traversable by vehicle and bicycle traffic, and rated for traffic loading.

## **C** Construction

Remove the existing inlet or manhole cover and place the temporary inlet cover on the existing structure with the necessary adjustments according to standard spec 611. Adjust and set the grade of the inlet cover to meet the final surface of the temporary pavement for traffic lanes.

Remove the temporary inlet cover once no longer needed in the temporary traffic lanes and replace with the original cover. Make any adjustments required to the original cover to meet final finished grade according to standard spec 611.

#### **D** Measurement

The department will measure Inlet Covers Temporary as each individual temporary flat inlet cover, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.001Inlet Covers TemporaryEach

Payment is full compensation for furnishing temporary inlet covers, including frames, grates or lids; and for furnishing all other required materials and for installing, adjusting, and removing each cover. Upon removal, the temporary inlet cover becomes the property of the contractor.

## 41. Inlets Median 4 Grate Modified, Item SPV.0060.002.

Perform the work under this item according to the applicable provisions of standard spec 611 and as detailed.

# 42. Seeding Mixture No. 75 Modified, Item SPV.0085.001.

#### **A Description**

This special provision describes furnishing and installing Seeding Mixture No. 75 Modified and associated Nurse Crop and Erosion Mat at the locations shown on the plans, in accordance with standard spec 628 and 630 and as hereinafter provided.

#### **B** Materials

Provide Seeding Mixture No. 75 Modified of the following composition (listed as percent by proportion to the overall mix) with species composed of Pure Live Seed (PLS) with no named or improved varieties unless specifically listed below:

COMMON NAME	LATIN NAME	% MIX
New England Aster	Aster novae-angliae	3%
White False Indigo	Baptisia leucantha (alba)	1%
Ox Eye Sunflower	Heliopsis helianthoides	1%
Wild Bergamot	Monarda fistulosa	3%
Yellow Coneflower	Ratibida pinnata	2%
Black-eyed Susan	Rudbeckia hirta	3%
Ohio Goldenrod	Solidago ohioensis	1%
Blue Vervain	Verbena hastata	1%
Ironweed	Veronica fasciculata	1%
Culvers Root	Veronicastrum virginicum	2%
Big Bluestem	Andropogon gerardii	8%
Bristly Sedge	Carex comosa	5%
Porcupine Sedge	Carex hystericina	5%
Brown Fox Sedge	Carex vulpinoidea	8%
Canada Wild Rye	Elymus canadensis	15%
Virginia Wild Rye	Elymus virginicus	25%
Reed Manna Grass	Glyceria grandis	5%
Switchgrass	Panicum virgatum	8%

# LATIN NAME

% MIX 3%

Bluestem Farm

Little Bluestem

American Natives

Schizachyrum scoparium

Provide all PLS seed from Wisconsin nurseries specializing in growing native species from Wisconsin genotypes in Zone 5a of the Plant Hardiness Zone Map, Miscellaneous Publication 1475, revised 1990. Ensure all seed is cold, dry stratified. Possible sources of seed include, but are not limited to:

Agrecol

c/o Prairie Nursery P.O. Box 365 Westfield, WI	10101 North Casey Road Evansville,WI 53536 (608) 223-3571	S5920 Lehman Road Baraboo, WI 53913 (608) 356-0179
(800) 476-9453		
Taylor Creek Restoration	Wildlife Nurseries	Cardno J.F. New
Nursery	904 Bauman Street	6140 Cottonwood Drive,
17921 Smith Road	Oshkosh, WI 54902	Ste A
P.O. Box 256	(920) 231-3780	Fitchburg, WI 53719
Brodhead, WI 53520		(608) 661-2955
(608) 897-8641		

Provide annual rye (*Lolium multiflorum*) nurse crop in all areas seeded with Seeding Mixture No. 75 Modified.

Conform all seed to the requirements outlined in standard spec 630.

#### **C** Construction

Conform all materials and methods to the requirements outlined in Section 630.

Employ Method A or Method C to sow Seeding Mixture No. 75 Modified in accordance with standard spec 630.

Seed Seeding Mixture No. 75 Modified at 0.8 pounds per 1000 square feet and make adjustments according to standard spec 630.3.3.5.1.

Seed Nurse Crop at 0.8 pounds per 1000 square feet.

Install Erosion Mat Urban for Seeding Mixture No. 75 Modified in accordance with standard spec 628 and the Erosion Control Product Acceptability Lists for Multi-Modal Applications immediately after seeding.

Contractor will be responsible for the successful germination of nurse crop and Seeding Mixture No. 75 Modified and will be responsible for repairing or re-seeding any areas damaged or neglected during the period from seeding installation until final acceptance of the work.

#### **D** Measurement

The department will measure Seeding Mixture No. 75 Modified by the pound, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0085.001Seeding Mixture No. 75 ModifiedLB

Payment is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified and as needed; and for preparing the seed bed, sowing, covering and firming the seed; for furnishing and installing all materials, including but not limited to seed and supplemental water.

Seeding, Nurse Crop will be paid for by the pound under pay item 630.0400.

Erosion Mat, Class I, Type A or B, Urban will be paid for by the square yard under pay item 628,2000.

# 43. Fence Chain Link Polymer-Coated 4-Ft, Item SPV.0090.001.

#### **A Description**

This special provision describes furnishing and installing a new polymer-coated fence system according to the pertinent plan details, as directed by the engineer and as hereinafter provided. The color of all components in this fence system shall be the same and shall be as selected by owner from manufacturer's standard color options or as specified on the plans.

#### **B** Materials

All materials for this fence system shall be new stock, free from defects impairing strength, durability, and appearance. Fabric shall be produced by methods recognized as good commercial practice. Wire used in the manufacture of the fabric shall be capable of being woven into fabric without the polymer-coating cracking or peeling. Pipes used in framework shall be straight, true to section and free of defects. All burrs at the ends of pipes shall be removed before galvanizing. The polymer-coating shall be a dense impervious covering, applied without voids, tears or cuts that reveal the substrate. Excessive roughness, bubbles, blisters and flaking in the polymer-coating will be a basis for rejection.

#### **B.1 Fabric**

Provide steel chain link fence fabric that conforms to the requirements of ASTM F668, Class 2b, a polymer-coating fused and adhered to wire that is zinc-coated. Provide fabric woven from 9-gage wire using plan specified mesh size, diamond pattern, with both the top and bottom selvages knuckled. The minimum breaking strength of the wire shall be 1290 lbs. The color of polymer-coating shall conform to the requirements of ASTM F934.

#### **B.2 Framework**

Provide steel rails and posts conforming to the requirements of ASTM F1083, Standard Weight Pipe (Schedule 40) of the size (O.D.) and weight as shown on the plans. The minimum yield strength shall be 30,000 psi and the minimum tensile strength shall be 48,000 psi. These components shall be zinc-coated inside and outside by the hot-dip process as stated in ASTM F1083. Provide polymer-coating over zinc-coating that conforms to ASTM F1043. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components. Complete all welding of components before galvanizing.

#### **B.3** Fittings

Provide end post caps, line post caps, top rail sleeves, rail ends, line rail clamps, brace bands, tension bands, tension bars, and tie wires that are steel and conform to the requirements of ASTM F626. Tie wires shall be round and 9-gage wire. These components (excluding tie wires) shall be zinc-coated by the hot-dip process as stated in ASTM F626. Provide polymer-coating over zinc-coating on components (excluding tie wires) that conforms to the requirements of ASTM F626. For tie wires, provide polymer-coating on wire that is zinc-coated using the same procedure as used for the wires in the fence fabric. End post caps and line post caps shall fit tightly over posts to prevent moisture intrusion. Supply dome style caps for end posts and loop type caps for line posts. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components.

#### **B.4 Bolts**

All bolts are to be supplied with lock washers and nuts. Use galvanized steel bolts, nuts and washers per plan details.

#### **B.5** Tests

#### **B.5.1 Fabric and Tie Wire**

Breaking Strength: ASTM A370

Zinc-Coating Requirements

Weight of Zinc-Coating: ASTM A90

Polymer-Coating Requirements

Thickness of Polymer-Coating: ASTM F668 Adhesion: ASTM F668

Accelerated Aging Test: ASTM F668, D1499

Mandrel Bend Test: ASTM F668

**B.5.2 Framework** 

Tensile and Yield Strength: ASTM E8

Zinc-Coating Requirements

Weight of Zinc-Coating: ASTM A90

Polymer-Coating Requirements

Thickness of Polymer-Coating: ASTM E376 Adhesion: ASTM F1043

Accelerated Aging Test: ASTM F1043, D1499

**B.5.3** Fittings

**Zinc-Coating Requirements** 

Weight of Zinc-Coating: ASTM A90

Polymer-Coating Requirements

Thickness of Polymer-Coating: ASTM F626

Adhesion: ASTM F1043 (same test as for framework)

Accelerated Aging Test: ASTM F1043, D1499 (same test as for framework)

#### **B.6 Submittals**

#### **B.6.1 Shop Drawings**

Submit shop drawings showing the details of fence construction. Show the fence height, post spacing, rail location, and all dimensions necessary for the construction of the chain link fence. Label the end posts, line posts, rails, top rail sleeves, bolts and fittings. State the polymer-coating type used on the fabric, framework and fittings and the Class of coating used on the fabric. State the color of polymer-coating to be used on the fence components. For the fabric, state the wire gage, mesh size, and type of selvages used. For the framework, state the size (O.D.) and unit weight for the posts and rails. For the fittings, state the size for top rail sleeves, brace bands, tension bands, tension bars, line rail clamps, size and type of bolts, and the tie wire gage. State the material type used for fabric, framework, and fittings. Also give the breaking strength for the fabric wire and the tensile and yield strength properties for the framework.

#### **B.6.2 Specification Compliance**

Submit certification of compliance with material specifications. Provide material certification and test documentation for fabric, framework, fittings and hardware that shows that all materials meet or exceed the specifications of this contract and the tests in B5. This document shall provide the name, address and phone number of the manufacturer, and the name of a contact person.

#### **C** Construction

#### C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and condition of materials is in conformance with these specifications. If polymer-coating is damaged, contractor shall repair or replace components as necessary to the approval of the engineer at no additional cost to the owner. Carefully store material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture. Handle all polymer-coated material with care.

#### C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to polymer-coated surfaces, touch-up the finish in conformance with the manufacturer's recommendations. Provide touch-up coating such that repairs are not visible from a distance of 6-feet. If damage is beyond repair, the fencing component shall be replaced at no additional cost to the owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

#### C.3 General

Install the chain link fence according to ASTM F567 and the manufacturer's instructions. The contractor shall provide staff that is thoroughly familiar with the type of construction involved and materials and techniques specified. Chain link fabric shall be installed on the side of the posts indicated on the plans. Fabric shall be attached to the end posts with tension bars and tension bands. It shall be attached to rails, and posts without tension bands, with tie wires. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Install top rail to pass through line post caps and form a continuous brace between end posts. Minimum length of top rail between splices shall be 20-feet. Splice top rail at joints with sleeves for a rigid connection. Locate splices near ½ point of post spacing. Heads of bolts shall be on the side of the fence adjacent to pedestrian traffic.

#### **D** Measurement

The department will measure Fence Chain Link Polymer-Coated 4-Ft. by the linear foot, satisfactorily furnished and installed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.001 Fence Chain Link Polymer-Coated 4-Ft LF

Payment is full compensation for fabricating, galvanizing and polymer-coating all fence components, and transporting to jobsite; for erecting components to create a polymer-coated fence system, including any touch-up and repairs.

# 44. Landscape Edging, Item SPV.0090.002.

#### A Description

This special provision describes supplying and installing black polyethylene landscape edging at the locations indicated in the plans.

#### **B** Materials

Furnish black polyethylene landscape edging conforming to the following requirements:

- Supplied in 20-foot minimum lengths.
- 5-inch minimum edging depth.
- Double "V" anchor on the bottom edge and a hollow 1-inch diameter round top edge.

#### C Construction

Place landscape edging in trench to a depth allowing the top edge to be 1-inch above finished grade.

Join landscaping edging segments at the top edge with manufacturer's supplied fittings that fit securely into the hollow top edge of each length.

Secure landscaping edging segments at the bottom edge with manufacturer's supplied anchors at the locations and frequency recommended by the manufacturer.

Compact soil in trench so landscape edging is securely anchored.

#### **D** Measurement

The department will measure Landscape Edging in length by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.002Landscape EdgingLF

Payment is full compensation for trenching; for furnishing, placing, jointing and anchoring the edging; and for backfilling and compacting the trench.

# 45. Culvert Pipe Horizontal Elliptical Class HE IV 48X76-Inch, Item SPV.0090.003.

Perform the work under this item in accordance with the applicable provisions of standard spec 523 and as detailed in the plan.

# 46. Concrete Pavement Joint Layout, Item SPV.0105.001.

#### **A Description**

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

#### **B** (Vacant)

#### C Construction

Design the joint layout and stake the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement according to the plans, the American Concrete Pavement Association Intersection Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best-fit field conditions, construction staging, the plan, and as directed by the engineer.

#### **D** Measurement

The department will measure Concrete Pavement Joint Layout, completed according to the contract and accepted, as a single complete lump sum unit of work.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.001Concrete Pavement Joint LayoutLS

Payment is full compensation for designing the joint layout on the mainline, ramps and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; and for making adjustments to match field conditions and construction staging.

# 47. Sauk County Salt Storage Facility, Item SPV.0105.002.

#### **A Description**

This special provision describes providing and erecting a nominal 62'-8" wide by 147'-8" long salt storage facility with concrete foundations, concrete walls, wood trusses, fans and electrical systems as shown in the plans and hereinafter provided.

The salt storage facility shall be self-supporting with no internal supports inside to hamper loading and unloading of material complete with doorways on the building.

The salt storage facility shall be constructed with one space for salt storage. The building shall be a maximum of 40'-0" feet high and shall include a built-in fan dormer for installation of ventilation exhaust fan(s). See the HVAC section and drawings for fan designation.

The salt storage facility will be located on an existing site for the Sauk County Highway Department. The new storage building shall be located as shown on the plans. The salt storage facility contractor shall coordinate with the owner for site access and usage.

Sauk County Highway Department will prepare the base course and all grading in the area where the storage building will be located and will be responsible for excavation for footings and foundations and backfilling.

Asphaltic surface flooring is not in contract. Asphaltic surface will be provided by others after construction of the storage building is complete.

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

#### Definitions:

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

# **A.1 Quality Assurance**

#### **Materials:**

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

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

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

#### A.2 Roofing Warranty

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

The warranty bond shall be 100 percent of the dollar value for the warranted roof. The bond will ensure the proper and prompt completion of required warranty work for the duration of the warranty period, including payments for all labor, equipment and materials used according to this specification.

The contract bond remains in effect for one year beyond the completion of the project. For the remaining two-year warranty period, provide documentation that the warranty bond will remain in effect for the portion of the warranty period after expiration of the contract bond.

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

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

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

#### A.3 Submittals

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

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

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

- a. Letter of Design Certification, signed and sealed by a qualified professional engineer including the following:
- b. Name and location of the Project.
- c Order number
- d. Name of manufacturer.
- e. Name of contractor.
- f. Building dimensions including width, length, and roof slope.

- g. Governing building code and year of edition.
- h. Design loads (dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration and auxiliary loads.
- i. Load combinations (indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code).
- j. Building-use category (indicate category of building use and its effect on load importance factors).
- k. Delegated-Design Submittal: For storage building systems indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.
- 1. Product Data: For each type of storage building system component.
- m. Shop Drawings: For salt storage building system components (include plans, elevations, sections, details, and attachments to other work) including:
- n. Concrete footings and foundations
- o. Epoxy coated steel reinforcement
- p. Metal plates and fasteners
- q. Wood products
- r. Standing seam metal roofing system
- s. Wall systems
- t. Flashings
- u. Barrier walls
- v. Doors and frames
- w. Electrical and lighting systems
- x. Site work
- y. Accessories

#### **A.4** Code Compliance

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

#### A.5 Installation and Erection

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

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

#### **B** Materials

Furnish a nominal 62'-8" x 147'-8" salt storage facility with concrete foundations, concrete walls, wood trusses and metal roofing system. The design shall be a scissor truss gable style storage building.

#### **B.1 Plot Plan**

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

#### **B.2** Earthwork and Foundation Excavation

Others will excavate and backfill to original grade for the foundation footings.

#### **B.3** Asphalt Flooring and Paving

Asphaltic surface will be the responsibility of others and is not part of the storage building contract.

#### **B.4 Building Products**

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

#### Metal Plates and Fasteners:

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

- a. Truss bearing plates, bolts, and washers: to be stainless steel.
- b. Truss gusset plates: to be galvanized steel, epoxy coated.
- c. Joist hangers: to be triple-zinc coated.
- d. Nails applied to CCA or CDX lumber shall be galvanized.
- e. All metal connector plates and bearing plates shall be protected from corrosion by:
- SSPC-Paint 16, Coal-Tar Epoxy Polyamide Black or dark Red Paint, or
- SSPC-Paint 27 and SSPC-Paint 12, Basic Zinc Chromate-Vinyl Butyral Wash
   Primer and cold applied Asphaltic Mastic (Extra Thick Film) Paint.

#### Wood Products:

All above-ground lumber exposed to weather, or directly in contact with salt, shall be preservative treated with water-borne preservatives for above-ground use, complying with AWPA-LP-2 (CCA .40). Provide exterior grade plywood in thicknesses that comply with loading and code requirements and are compatible with proposed roofing system.

Standing Seam Metal Roofing System:

Standing Seam Metal Panels: Narrow batten cup, Kynar 500 coating, 16" wide striated, 24 gage galvaline substrate, Class A fire rating, UL580 Class 90 uplift test, ASTM E1646 water infiltration test, UL2218-Class 4 impact resistance.

Manufacturers:

- a. McElroy Metal
- b. Pac-Clad
- c. ATAS

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

#### Sheet Metal Wall Panels:

- a. Sheet Metal: Formed from 0.022-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet pre-painted with coil coating.
- b. Flashing and Trim: Formed from 0.022-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet pre-painted with coil coating.
- c. Drip Edge: Formed sheet metal with at least a 2-inch roof deck flange and a 1-1/2-inch fascia flange with a 3/8-inch drip at lower edge.F

<u>Gutter and Downspout:</u> Pre-finished galvanized steel sheet: ASTM A755/A755M; structural steel sheet, G90 zinc coating; 0.019 inch thick core steel, shop pre-coated with baked polyester top coat; color as selected from manufacturer's standard. Washcoat: Finish concealed side of metal sheets with washcoat compatible with finish system, as recommended by finish system manufacturer. Slope gutters 1/8 inch per foot minimum. Seal joints watertight.

Gutter Size: 6" vertical x 8" horizontal

Downspout size: 6" square open faced

Gutter and Downspout Anchorage Devices: Type recommended by fabricator.

<u>Gutter Accessories</u>: Profiled to suit gutters and downspouts. Form components to shape indicated on Drawings, accurate in size, square, and free from distortion or defects. Form pieces in longest practical lengths. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

- Silane Water Repellent shall be a low VOC, UV stable, vapor permeable, silane penetrating sealer and water repellent.
- The material shall be a concentrated, solvent free Silane The material shall be a concentrated compound based on triethoxy (2,4,4-trimethylpentyl) Silane, ready to be used. The material shall not be diluted on site either by water or solvent. The material shall not contain any silicates, fluor silicates, or stearates.
- Sikagard® 706 Thixo, Sika Corporation, or approved equal.
- Provide a written warranty from the manufacturer against defects of materials for a period of one year, beginning with date of substantial completion of the project.

- Typical Properties:
  - Aspect: Paste/Cream
  - Colour: White (Transparent after application and drying)
  - Solids: ~80% active content (ext. tested)
  - VOC: ~77 g/l
  - Comply with EN 1504-2 (Hydrophobic Impregnation)
- Penetration Depth: Class II (≥10 mm)
- Water Absorption: <7.5%
- Alkali Resistance: <10%
- Drying Rate: Class I (>30%)
  - Freeze and Thaw cycles with de-icing salts: Pass
  - On Site Penetration Depth: ≥5 mm

Substrate must be clean, sound, and free of surface contaminants. Remove dust, laitance, grease, oils, curing compounds, form release agents and all foreign particles by mechanical means. Substrate shall be according to EN 1504-10 (site application and QC of works) for hydrophobic impregnation or with ICRI Guideline No. 03732 for sealers.

#### Door and Frames:

Rolling Overhead Doors: Provide one unobstructed rectangular entrance opening, nominal dimensions to be 25' high by 20' wide.

- a. In each opening, provide an overhead rollup door designed for 20 psf minimum wind load. Supply and install all wood head and jamb framing and blocking as called for by door manufacturer.
- b. A chain hoist to provide capability for manual operation of each door shall be included.
- c. Electric door operators shall be jack shaft, side mounted, model as recommended by door manufacturer for door size and lift condition, with standard hardware operable both from inside and outside of building.

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

#### Electrical and Lighting:

Perform all electrical work per applicable codes and shall be inspected and approved by the local building department. Coordinate the power supply to the salt storage building. Power shall be placed underground and be brought to the side nearest the southern building entrance. Place electrical underground conduit prior to commencement of asphalt pad construction. Locate the electrical panel in compliance with proper clearances in compliance with all applicable codes on the interior face of the southern building walls, adjacent to the entryway.

See electrical plans for additional information.

#### Pipe Bollards:

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

#### Accessories:

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

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

#### **B.5** Final Grading and Restoration

Final grading and restoration to be done by others.

#### **B.6** Electrical

Provide power to the salt storage facility and furnish and install all lighting, wiring, and other electrical equipment.

#### C Construction

Provide construction execution in compliance with the following:

#### C.1 Dimensional Requirements for Rectangular Building

Width: 62'-8" (nominal)
Length: 147'-8" (nominal)
Vertical Side Wall Height: 12' above finished floor

Overall Height: Not to exceed 40'-0" above finished grade

#### **C.2** Building Structural Requirements

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

a. Ground Snow Load: 30 pounds per square foot

b. Lateral Wind Load: 95 mph

c. Soil Bearing Pressure: 3,000 pounds per square foot

#### **C.3 Interior Space**

Provide unobstructed interior space to allow charging and re-charging of the pile storage area to full capacity, and to allow unimpeded loading of truck-spreader vehicles with

front-end loading equipment. Provide the entire interior floor area free of columns or roof supports of any type.

Minimum Center Clearance: Provide a 30-ft. clear height at the center of the building width and extending the length of the building. This clearance shall be maintained in an area at least 30 feet wide, running the length of the structure.

#### **C.4** Exterior Wall Construction

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

#### C.5 Doors

Provide one unobstructed rectangular entrance opening, at south end of building, nominal dimensions to be 25' high by 20' wide.

- a. In each opening, provide an overhead rollup door designed for 20 psf minimum wind load. Supply and install all wood head and jamb framing and blocking as called for by door manufacturer.
- b. A chain hoist to provide capability for manual operation of each door shall be included.
- c. Electric door operators shall be jack shaft, side mounted, model as recommended by door manufacturer for door size and lift condition, with standard hardware operable both from inside and outside of building.

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

#### C.6 Pipe Bollards

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

#### **C.7 Roofing System**

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

#### C.8 Ventilation

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

#### C.9 Electrical Work

Perform all electrical work per applicable codes and shall be inspected and approved by the local building department.

#### C.10 Testing

Concrete Testing to be done per standard spec 716:

Test all concrete per standard spec 716 except as follows:

Cast one set of 2 cylinders per 75 yards for each mix grade and placement method. Cast a minimum of one set of 2 cylinders per contract for each mix grade and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete

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

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

#### **C.11 Construction Staking and Survey**

Perform all survey and constructions taking necessary to complete construction to the dimensions and elevations identified in the contract plans and specifications. Bench mark data is included in the plans. The contractor shall verify the accuracy of the bench marks with the engineer prior to the start of construction.

#### C.12 Remedial Work

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

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

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

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

#### **D** Measurement

The department will measure Sauk County Salt Storage Facility as a single lump sum unit of work, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.002Sauk County Salt Storage FacilityLS

Payment is full compensation for designing Salt Storage Facility; providing all items in this special provision, including, but not limited to the footing/foundation, wall, epoxy coated steel reinforcement, erosion control (silt fence, riprap, erosion blanket, ditch checks, seeding, mulch, fertilizer), prefabricated roof structure, roofing, doors, all electrical materials and components, including underground wiring and conduit; for fabricating, including all cutting, preparing, welding and coating; for installing, transporting, erecting and testing all necessary items; for obtaining all necessary permits; for providing electrical service; and for furnishing all construction staking and survey.

# 48. Wall Modular Block Mechanically Stabilized Earth LRFD/QMP, Item SPV.0165.001.

## **A Description**

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

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

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes 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

#### **B** Materials

#### **B.1 Proprietary Wall Systems**

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems (Modular Block MSE Walls). Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The name of the pre-approved proprietary

wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

The department maintains a list of pre-approved Modular Block MSE Wall systems. To be eligible for use on this project, a system must have been pre-approved by the department's Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

#### **B.2 Design Requirements**

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the Modular Block MSE Wall shall be in compliance with the AASHTO LRFD Bridge Design Specifications 6<sup>th</sup> Edition 2012, (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the Modular Block MSE Wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 6.0 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block depth (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

All soil reinforcement required for the reinforced soil zone shall be connected to the wall facing.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the MSE wall shall be 1 foot 6 inches, or as given on the contract plan. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad. Additional embedment may be detailed by the contractor, but will not be measured for payment.

Wall facing units shall be installed on concrete leveling pads. The leveling pad shall be as wide as the proposed blocks or a minimum of 12 inches, whichever is greater. The minimum thickness of the leveling pad shall be 6-inches. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

For walls that are less than or equal to 5 feet in height and do not have a wall number assigned to them, a compacted 1 foot deep by 2 foot wide leveling pad made from base aggregate dense 1 1/4-inch in conformance with standard spec 305 may be used.

## **B.3 Wall System Components**

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

#### **B.3.1 Wall Facing**

Wall facing shall consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are cracked, chipped, or have other imperfections according to ASTM C1372, or have excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan or chosen by the engineer.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall unless a cast-in-place concrete cap is shown on the plans. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have texture, color, and appearance that complement the remainder of the wall. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap to correspond with each 24 inch change in vertical wall height and at maximum spacing of 10 feet. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of standard spec 501.

Block dimensions may vary no more than  $\pm 1/8$  inch from the standard values published by the manufacturer according to ASTM C1372. Blocks must have a minimum depth (front

face to back face) of 12 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1 3/4 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 Section 4.1 and 4.2. Modular blocks shall meet the following requirements.

Test	Method	Requirement
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%)		1.0 max. <sup>[2]</sup>
40 cycles, 5 of 5 samples	ASTM C1262 <sup>[1]</sup>	1.5 max. <sup>[2]</sup>
50 cycles, 4 of 5 samples		1.3 max. 1

<sup>[1]</sup> Test shall be run using a 3% saline solution.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, the name of the person who conducted the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. The tests should have been conducted not more than 18 months prior to delivery. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department. A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection.

The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project.

<sup>[2]</sup> Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not conduct freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot not installed in the finished work at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

Wall facing units may consist of precast modular concrete blocks produced by a wet cast process. The concrete blocks shall have a minimum strength of 4000 psi at 28 days. The concrete for the blocks shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the blocks shall meet the requirements of standard spec 501. Wall facing units produced by a wet cast process need not be certified as to absorption and freeze-thaw requirements.

#### **B.3.2 Backfill**

Furnish and place backfill for Modular Block MSE Walls as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Wall Backfill, Type B, shall be placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill	material Type A	A and Type B s	hall meet the fo	llowing require	ements.
,					

Test	Method	Value	
рН	AASHTO T-289	4.5-9.0	
Sulfate content [1]	AASHTO T-290	200 ppm max.	
Chloride content [1]	AASHTO T-291	100 ppm max.	
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min.	
Organic Content [1]	AASHTO T-267	1.0% max.	
		30 degrees min. (At 95.0% of	
Angle of Internal Friction	AASHTO T-236*	maximum density and optimum	
	AASH1O 1-230.	moisture, per AASHTO T99, or as	
		modified by C.1)	

<sup>[1]</sup> Requirement does not apply to walls with non-metallic reinforcement.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM 5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests (except Angle of Internal Friction test), are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. All certified report of test results shall be less than 6 months old and performed by a certified independent laboratory.

<sup>\*</sup>If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standardsize shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

#### **B.3.3 Soil Reinforcement**

#### **B.3.3.1** Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T<sub>al</sub>) and nominal long-term connection strength, Talc as discussed below.

#### Nominal Long-Term Design Strength (Tal)

The wall supplier shall supply the nominal long-term design strength ( $T_{al}$ ) used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength ( $T_{ult}$ ) by the factors  $RF_{ID}$ ,  $RF_{CR}$ ,  $RF_{D}$ .

Hence,

$$T_{al} = \frac{T_{ult}}{RF_{ID} xRF_{CR} xRF_{D}}$$

where:

 $T_{ult}$  = Ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product.

 $RF_{ID}$  = Strength reduction factor to account for installation damage to the reinforcement. In no case shall  $RF_{ID}$  be less than 1.1.

 $RF_{CR}$  = Strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall  $RF_{CR}$  be less than 1.2.

 $RF_D$  = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall  $RF_D$  be less than 1.1.

Values for RF<sub>ID</sub>, RF<sub>CR</sub>, and RF<sub>D</sub> shall be determined from product specific test results. Guidelines for determining RF<sub>ID</sub>, RF<sub>CR</sub>, and RF<sub>D</sub> from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA–NHI-10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes".

#### Nominal Long-term Connection Strength Tac

The nominal long term connection strength,  $T_{ac}$ , shall be based on laboratory geogrid connection tests between wall facing and geogrids.  $T_{ac}$  shall be as given below

$$T_{ac} = \frac{T_{ult} * CR_{cr}}{RF_{D}}$$

where:

T<sub>ac</sub> = Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.

 $T_{ult}$  = Ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product.

CR<sub>cr</sub> = Long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.

RF<sub>D</sub> = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

T<sub>ac</sub> shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor CR<sub>cr</sub> shall be determined according to long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes". CR<sub>cr</sub> may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

The contractor shall provide a manufacturer's certificate that the Tult (MARV) of the supplied geogrid has been determined according to ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations according to AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

#### **B.3.3.2** Galvanized Metal Reinforcement

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be according to Section 11.10.6.4.2 of the current AASHTO LRFD Specifications. The design life of steel soil reinforcements shall also comply with AASHTO LRFD. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

#### **B.3.4** Miscellaneous

For cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Use a wall leveling pad that consists of poured concrete, Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the geogrid in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

#### **C** Construction

#### C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

#### **C.2** Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact all backfill Type B as specified in standard spec 207.3.6. Compact the backfill Type B to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf), or as modified as follows. If the gradation of the granular backfill is such that the P-200 material is less than 7% and the P-40 is less than 30%, a one-point Proctor test can be conducted in place of the 5-point Proctor. To complete this one-point test, compact the sample at a moisture content of 6%, then compute the actual (as-tested) sample moisture after completion of the test. Use Method B or D, and perform this test without removing oversize particles and without correction for coarse particles, as per AASHTO T224. The one-point as-tested moisture content represents the optimum moisture, and the measured one-point density represents the maximum wet density of the material. From these values, the maximum dry density can be computed.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

A minimum of 6 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

# C.3 Wall Components

#### C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees

from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

#### **C.3.2 Soil Reinforcement**

# C.3.2.1 Geogrid Layers

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taunt and hold in position with pins, stakes or other methods approved by the engineer.

#### C.3.2.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

# **C.4 Quality Management Program**

#### **C.4.1 Quality Control Plan**

Submit a comprehensive written quality control plan to the engineer at or before the preconstruction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory 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 process that will be used, and action time frames.
- 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
- 4. Descriptions of stockpiling and hauling methods.
- 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 6. Location of the QC laboratory, retained sample storage, and other documentation.

- 7. A summary of the locations and calculated quantities to be tested under this provision.
- 8. A proposed sequencing plan of wall construction operations and random test locations.

#### **C.4.2 Quality Control Personnel**

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

#### C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at <a href="http://www.atwoodsystems.com/materials">http://www.atwoodsystems.com/materials</a>. Insure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D 6938 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department

#### **C.4.4 Documentation**

(1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.

- (2) Use forms provided in CMM chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter data into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

#### C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8.15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

#### **C.4.6 Department Testing**

#### C.4.6.1 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.

#### C.4.6.2 Quality Verification (QV) Testing

- (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 C.4.2 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 at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.

- (4) The department will conduct QV Proctor and gradation 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 this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

#### C.4.6.3 Independent Assurance (IA)

- (1) Independent 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 C.4.6.4.

#### **C.4.6.4 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 or work, 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.5** Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

#### **D** Measurement

The department will measure Wall Modular Block Mechanically Stabilized Earth LRFD/QMP by the square foot acceptably completed. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.001 Wall Modular Block Mechanically Stabilized SF

Earth LRFD/QMP

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, performing compaction testing.

Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively. (20150824)

# 49. Coarse Aggregate Special, Item SPV.0195.001.

#### **A** Description

This special provision describes placing coarse aggregate for landscaping applications adjacent to retaining wall R-56-34 as detailed in the plans.

#### **B** Materials

Furnish Mississippi River Stone with a Wisconsin, Minnesota, or Iowa origin conforming to the applicable requirements of standard spec 501.2.5.4.4, Size No. 2. The aggregate shall be clean and generally consist of smooth stone without fractured faces.

#### **C** Construction

Place stone over Geotextile Fabric Type DF Schedule A conforming to standard spec 645 to a minimum depth of 4 inches, measured perpendicular to the slope, at the final grade relationships indicated in the plans.

#### **D** Measurement

The department will measure Coarse Aggregate Special by the ton, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.001Coarse Aggregate SpecialTON

Payment is full compensation for preparing the foundation; and for furnishing, stockpiling, placing, and shaping the coarse aggregate. The department will measure and pay for Geotextile Fabric Type DF Schedule A separately.

# 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.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>12</u> (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).

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

- 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).

<u>NOTE</u>: 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 under-representation 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://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

### 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. <u>Document</u> 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 WisDOTapproved 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. <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a> 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. <u>Evaluate DBE quotes</u> 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 <u>tied bid items.</u> "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
   http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx
- 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

http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.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. <u>Make</u> 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 <a href="http://roadwaystandards.dot.wi.gov/hcci/">http://roadwaystandards.dot.wi.gov/hcci/</a>

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 No, we are not interested in quality Please take our name off your.  We have questions about quot	noting on the monthly DBI ing this letting	letting or it E contact li	s items refer	e contact n	ne at this nur			
Prime Contractor 's Contact Pers	son	7		DRE Co	ontractor Co	ntact Person		
DI .			DI					
Phone:		_	Phone					
Fax: Email:		_	Fax Email					
Eman.		_	Eman					
Please circle Proposal No.	the jobs and	l items you	will be qu	oting below	<b>w</b> 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	37	X	X		X	X	
Traffic Control		X	X X	X X		X X	X	
Electrical Work/Traffic Signals Pavement Marking		X	X	X	X	X	X	
Sawing Pavement		X	X	X	X	X	X	
QMP, Base	X	X	Λ	X	X	X	X	
Pipe Underdrain	X	71		X	71	24	24	
Beam Guard	71			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	orime contra	actor's conta	ct person a	t phone nun	nber.		

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

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

#### **Primes**

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

### DBE

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

# APPENDIX C Types of Efforts considered in determining GFE

# This list represents concepts being assessed; analysis requires additional steps

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

# **APPENDIX D**

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

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

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

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

# Appendix E Small Business Network [SBN] Overview

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

# 1. Easily select proposals, work types and items:

a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.

# 2. Create sub-quotes for the subcontracting community:

- a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
- c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
- d. Add attachments to sub-quotes

# 3. View sub-quote requests & responses:

- a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
- b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing

# 4. View Record of Subcontractor Outreach Effort:

- a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
- b. Easily locate pre-qualified and certified small and disadvantaged businesses
- c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
- d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

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

# 1. View and reply to sub-quote requests from primes:

a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.

# 2. Select items when responding to sub-quote requests from primes:

- a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
- 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

November 2013 ASP-4

# 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 PROVISIONS 5

# **Fuel Cost Adjustment**

# **A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

# **B** Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.0100	Backfill Granular	CY	0.23
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

# C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$1.10 per gallon.

# D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

 $FA = \left(\frac{CFI}{BFI} - 1\right) x Q x BFI$ 

(plus is payment to contractor; minus is credit to the department)

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

# **E** Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

# **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 June 2016 letting:

# 450.3.2.1.1 Preparation and 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 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 in the northern asphalt zone between May 1 and October 15 inclusive and for projects in the southern asphalt zone between April 15 and November 1 inclusive. CMM 4-53 figure 2 defines asphalt zones. 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.

# 450.3.2.1.2 Cold Weather Paving

#### 450.3.2.1.2.1 General

- (1) Conform to these cold weather paving provisions for work performed under the following:
  - The 460 HMA Pavement bid items.
  - The 465 Asphaltic Surface bid items.
  - Special provisions that require placing mixture conforming to the contract requirements under 460 for HMA pavement or under 465 for asphaltic surface.

# 450.3.2.1.2.2 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.
  - Identify the warm mix additive and dosage rate.
  - Identify modifications to the compaction process and when to use them.
- (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 the quality of HMA pavement placed in cold weather except as specified in 450.5.2(3).

# 450.3.2.1.2.3 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 the cold weather paving plan for engineer validation. Update the plan as required to accommodate the conditions anticipated for the next day's operations. 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.

#### 450.4 Measurement

Add the following as paragraph three effective with the June 2016 letting:

(3) The department will measure HMA Cold Weather Paving by the ton of HMA mixture placed conforming to an engineer-accepted cold weather paving plan.

### 450.5 Payment

Replace the entire text with the following effective with the June 2016 letting:

#### 450.5.1 General

- (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 placed in cold weather.

# 450.5.2 Cold Weather Paving

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

ITEM NUMBERDESCRIPTIONUNIT450.4000HMA Cold Weather PavingTON

- (2) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 450.3.2.1.2 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 as follows:
  - If the lot density is less than the minimum specified in table 460-3 for mixture placed under 460.
  - On days when the department is assessing liquidated damages.
- (3) 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.
- (4) If HMA pavement is placed under 450.3.2.1.2 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 450.5.2(2) as extra work. The department will pay separately for providing HMA pavement and HMA surface under 460.5, 465.5, and the contract special provisions.

# 460.3.4 Cold Weather Paving

Delete the entire subsection effective with the June 2016 letting:

#### 460.5.1 General

Replace the entire text with the following effective with the June 2016 letting:

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

ITEM NUMBER	DESCRIPTION	<u>UNIT</u>
460.5000 - 5999	HMA Pavement (gradation) LT (binder)(designation)	TON
460.6000 - 6999	HMA Pavement (gradation) MT (binder)(designation)	TON
460.7000 - 7999	HMA Pavement (gradation) HT (binder)(designation)	TON
460.8000 - 8999	HMA Pavement (gradation) SMA (binder)(designation)	TON
460.2000	Incentive Density HMA Pavement	DOL

# 460.5.2.2 Disincentive for HMA Pavement Density

Replace paragraph two with the following effective with the June 2016 letting:

(2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5.2(3).

# 460.5.2.4 Cold Weather Paving

Delete the entire subsection effective with the June 2016 letting:

# 501.2.6 Fly Ash

Replace paragraph one with the following effective with the July 2016 letting:

(4) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.

# 550.5.2 Piling

Add the following as paragraph three effective with the December 2015 letting:

(3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:

Percent of Contract Length Driven

Pay Adjustment

< 85 > 115 (85% contract length - driven length) x 20% unit price

(driven length - 115% contract length) x 5% unit price

#### 643.2.1 General

Replace paragraph two with the following effective with the December 2015 letting:

(2) Use reflective sheeting from the department's approved products list on barricades, drums, and flexible tubular marker posts.

### 715.3.1.2.1 General

Replace paragraph one with the following effective with the July 2016 letting:

(1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined within 715.3.1.2 as follows:

Mix design change A modification to the mix requiring the engineer's approval under 710.4(5).

> For paving mixes, a source change under item 1 of 710.4(5) for fly ash of the same class that does not require a modification under items 2 through 4 of 710.4(5) does not constitute a mix design

change.

**Placement method** Either slip-formed, not slip-formed, or placed under water.

### **Errata**

Make the following corrections to the standard specifications:

# 460.2.7 HMA Mixture Design - TABLE 460-2 MIXTURE REQUIREMENTS

Correct errata in the Fractured Faces row of table 460-2 to reference ASTM D5821.

Fractured Faces (ASTM D5821) (one face/2 face, % by count)	60 /	65 /	75 / 60	85 / 80	98 / 90	100/100	100/90
--	------	------	---------	---------	---------	---------	--------

# Correct errata in footnote two of table 460-2 to reference AASHTO M323.

[2] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

# 641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

- (1) Provide commercially fabricated overhead sign supports conforming to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years with a wind importance factor of 1.00. Design to withstand a 3 second gust wind speed of 90 mph. Do not use the methods of appendix C of those AASHTO standards.
- (2) Design structures, listed as applicable structure types in the AASHTO standards, to the fatigue category criteria as follows:
  - 1. Structures carrying variable message signs:
    - Category I criteria for structures over all roadway types.
  - 2. Structures carrying type II or III signs:
    - Category I criteria for structures used over highways and free flow ramps.
    - Category II criteria for structures with arms greater than 30 feet used over local roads and city streets.
    - Category III criteria for structures with arms 30 feet or less used over local roads and city streets.
- (3) Use the posted speed limit of the roadway beneath the structure for truck-induced gusts.
- (4) Submit shop drawings identified by structure number, design computations, and material specifications, to the engineer before erecting sign supports. Provide tightening procedures for mast arm or luminaire arm to pole shaft connections on the shop drawings. Have a professional engineer registered in the state of Wisconsin sign, seal, and date the shop drawings and certify that the design conforms to AASHTO standards and the contract.
- (5) Provide steel pole shafts and mast arms zinc coated according to ASTM A123. Provide tapered pole and arm shafts with a minimum taper of 0.14 inch per foot for single-member vertical and single-member horizontal structure components. Provide bolts and other hardware conforming to 641.2.2.

# **ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (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://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

Page 1 of 1

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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.
- 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 nonminority 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 federallyassisted 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 contacting 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:
- 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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:**

_County_	<u>%</u>	_County_	_%_	_County_	<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.

#### **Effective August 2015 letting**

#### **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://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

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://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc

1 of 1

#### Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### 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 contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in 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 SAUK 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, 2016

**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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
Duishlassan Disablassan an Changasan	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	31.55	18.52	50.07
Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	on Sunday, New Ye	ar's Day, Memor	ial Day,
Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16.	35.97	17.85	53.82
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r. Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requartificial illumination with traffic control and the work is completed afte Electrician  Future Increase(s): Add \$1.25/hr on 6/1/16.  Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of	Day. 2) Add \$1.40/lires that work be peer sunset and before 35.75	or when the Wisc erformed at night re sunrise. 19.97	consin under 55.72
Independence Day, Labor Day, Thanksgiving Day & Christmas Day.		<b>,</b> ,	
Fence Erector	35.62	0.00	35.62
Ironworker	32.50	20.58	53.08
Line Constructor (Electrical)	40.81	18.06	58.87
Painter	20.87	18.79	48.66
Pavement Marking Operator	30.00	18.68	48.68
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	24.30	1.56	25.86
Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74

SAUK COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	<b>\$</b>	\$	\$
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	Y 36.73	15.92	52.65
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY		16.12	48.77
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
TRUCK DRIVERS			
Single Axle or Two Axle	36.72	 21.15	57.87
Three or More Avia	29.02	16.25	45.27
Articulated, Euclid, Dumptor, Off Road Material Hauler	30.82	21.85	52.67
Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Independe	te on Sunday, Nev Day. 2) Add \$1.50/l k premium at: /ailing- wage- com	hr night work pre	mium.
Pavement Marking Vehicle	23.82	17.72	41.54
Shadow or Pilot Vehicle	29.02	16.25	45.27
Truck Mechanic	29.02	16.25	45.27
LABORERS			
General Laborer Future Increase(s): Add \$1.00/hr eff. 06/01/2016;	mper operator (me .dd \$.15/hr for bitu f man; Add \$.20/hi le specialist; Add \$ New Year's Day, N c) Add \$1.25/hr for es, when work und	iminous worker ( r for blaster and \$.45/hr for pipela demorial Day, work on projects der artificial illumi	yer. S nation
Asbestos Abatement Worker	17.00	 4.51	21.51
Landscaper	30.67	15.65	46.32
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff	/01/2017 te on Sunday, Nev Pay. 2) Add \$1.25/l es, when work und	w Year's Day, Me hr for work on pro der artificial illumi	morial ojects nation
Flagperson or Traffic Control Person Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/07/2016; Add \$1.00	te on Sunday, Nev Day. 2) Add \$1.25/I es that work be pe	hr when the Wisc erformed at night	consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.88	0.00	16.88
Railroad Track Laborer	24.22	2.53	26.75

SAUK COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 L Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Esee DOT'S website for details about the applicability of this night wor http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/previous	or 0 bs., 17. te on Sunday, New Day. 2) Add \$1.50/h k premium at:	r night work pre	
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic raday, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	or 37.77 or 17. te on Sunday, New Day. 2) Add \$1.50/h	21.85 Year's Day, Me	
See DOT'S website for details about the applicability of this night wor http://wisconsindot.gov/Pages/doing- bus/civil- rights/labornwage/prev		olianco aeny	
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/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 & Gutt 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid F 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); Wind & A- Frames.	37.27 ed; Tub but ); Rig;	21.85	59.12

Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL \$
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic range Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night work http://wisconsindot.gov/Pages/doing- bus/civil- rights/labornwage/pre	ate on Sunday, Nev Day. 2) Add \$1.50/ rk premium at:	hr night work pre	morial
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 Industrictype Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Perform Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on 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; Shoulderin Machine; Skid Steer Loader (With or Without Attachments); Telehandler Tining or Curing Machine.  Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Increase (South Propendence Day, Labor Day, Thanksgiving Day & Christmas Increase (South Propendence Day, Labor Day, Thanksgiving Day & Christmas Increase (South Propendence Day, Labor Day, Thanksgiving Day & Christmas (South Propendence Day, Labor Day, Thanksgiving Day & Christmas (South Propendence Day, Labor Day, Thanksgiving Day & Christmas (South Propendence Day, Labor Day, Thanksgiving Day & Christmas (South Propendence Day)	al ning Jeep the ng r; 017. ate on Sunday, Nev		
See DOT'S website for details about the applicability of this night won http://wisconsindot.gov/Pages/doing- bus/civil- rights/labornwage/pre	rk premium at:		
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackin System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surg 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 Mach Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or V Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/20	ine); Vell 017.	21.85	59.12
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night work http://wisconsindot.gov/Pages/doing- bus/civil- rights/labornwage/pre	Day. 2) Add \$1.50/l rk premium at:	hr night work pre	
Fiber Optic Cable Equipment.	23.00	0.00	23.00

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

Truck Drivers:

1 & 2 Axles

Three or More Axles: Euclids, Dumptor &

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

Basic Hourly Fringe LABORERS CLASSIFICATION: Rates Benefits Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler: Stone Handler: Bituminous Worker (Shoveler. Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper): Group 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....30.77 ...... 15.55 Group 3: Bituminous Worker (Raker and Luteman); Formsetter

 DATE: April 8, 2016

Fringe

**Benefits** 

Basic Hourly

Rates

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)), Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29. 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

#### CLASSES OF LABORER AND MECHANICS

Bricklayer	32.86	17.22
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman		
Ironworker	32.85	21.84
Cement Mason/Concrete Finisher		
Electrician		See Page 3
Line Construction		_
Lineman	42.14	32% + 5.00
Heavy Equipment Operator	40.03	32% + 5.00
Equipment Operator	33.71	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	23.18	32% + 5.00
Painter, Brush	26.70	17.65
Painter, Spray, Structural Steel, Bridges	27.70	17.65
Well Drilling:		
Well Driller	16.52	3.70

Sauk County

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

POWER EQUIPMENT OPERATORS CLASS	Basic Hourly BIFICATION: Rates_	Fringe <u>Benefits</u>	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$38.27	\$21.55 \$21.55	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.  Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; icint cay (multiple blade) belting	\$37.27	\$21.55
operator, dredge engineer	concrete crete trete tre	\$21.55	joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.  Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$36.72	\$21.55 \$21.55 \$21.55
having a manufacturers rated capac 3 cu. yds.; grader or motor patrol; t	city of under		Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

DATE: April 8, 2016

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

STATE: Wisconsin

Area3-

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON and WASHBURN COUNTIES

FLORENCE (townships of Aurora, Commonwealth, Fern,

Florence and Homestead), MARINETTE (Niagara township)

DESCRIPTION OF WORK. Highways and Amport Runway a	na rakiway consti	dollon		
LABORERS CLASSIFICATION:	Rates	<u>Benefits</u>		
Electricians Area 1	\$29.60	26.5%+ 9.15	Area4-	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Area 2:	·			
Electricians Area 3:		18.92	Area5-	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of
Electrical contracts under \$130,000		18.26		Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto
Electrical contracts over \$130,000	31.16	18.34		County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and
Area 4:	29.84	29.50% + 9.37		Hutchins), VILAS AND WOOD COUNTIES
Area 5	28.96	24.85% + 9.70		
Area 6	37.02	29%+9.77	Area6-	KENOSHA COUNTY
Area8			Area8-	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington
Electricians	31.90	24.95% + 10.46	Alab	township), ROCK and WALWORTH COUNTIES
Area 9:				township), ROCK and WALWORTH COUNTIES
Electricians	35.75	19.87	A roo 0	COLLINDIA DANE DODCE (gree west of thus, 26 greent Charter & Emport Toursching)
Area 10	29.64	20.54	Area9-	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships),
Area 11	33.90	24.47		GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE
Area 12	34.98	19.89		(except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 13		23.26	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester
T				Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	22.50	12.72	71100111	DOODLAG GOOM I
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Techni cian	-	17.70	Area 14 -	Statewide.
Area 1 - CALUMET (except township of New Holstein),	GREEN LAKE			
(N. part, including Townships of Berlin, St. Mari MARQUETTE (N. part, including Townships of Springfield), OUTAGAMIE, WAUPACA, WAU	e and Seneca), Crystal Lake, Nesh		Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 2 - ASHLAND, BARRON, BAYFIELD, BUFFALC CLARK (except Mayville, Colby, Unity, Sherma Lynn and Sherwood), CRAWFORD, DUNN, EA IRON, JACKSON, LA CROSSE, MONROE, PE	n, Fremont, U CLAIRE, GRAN	IT,		

DATE: April 8, 2016

State of Wisconsin Department of Workforce Development Equal Rights Division

#### **DEPARTMENTAL ORDER**

**ISSUE DATE:** 5/12/2016

#### PROJECT:

SAUK COUNTY SALT STORAGE FACILITY
WEST BARABOO VILLAGE, SAUK COUNTY, WI
Determination No. 201601527 [Owner Project No. K51010]

PROJECT OWNER:	REQUESTER:
STEPHEN A. MUCHOW, HIGHWAY COMMISSIONER SAUK COUNTY HIGHWAY DEPARTMENT PO BOX 26 BARABOO, WI 539130026	PAUL KARDATZKE, ARCHITECT JEWELL ASSOCIATES ENGINEERS, INC. 560 SUNRISE DRIVE SPRING GREEN, WI 53588
ADDITIONAL CONTACT:	
	<b>NOTE:</b> The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

**Enclosures** 

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

**ISSUED BY:** 

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
P.O. Box 8928, Madison, WI 53708-8928
(608)266-6861

Web Site: http://dwd.wisconsin.gov/er/

#### PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin Department of Workforce Development Pursuant to s. 66.0903, Wis. Stats. Issued On: 5/12/2016

**DETERMINATION NUMBER:** 201601527

Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply. **EXPIRATION DATE:** 

SAUK COUNTY SALT STORAGE FACILITY **PROJECT NAME:** 

PROJECT NO: K51010

**PROJECT LOCATION:** WEST BARABOO VILLAGE, SAUK COUNTY, WI

**CONTRACTING AGENCY:** SAUK COUNTY HIGHWAY DEPARTMENT

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked:  over 10 hours per day on prevailing wage projects  over 40 hours per calendar week  Saturday and Sunday  on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;  The day before if January 1, July 4 or December 25 falls on a Saturday;  The day following if January 1, July 4 or December 25 falls on a Sunday.  Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

- s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:
  - 1. January 1.
  - 2. The last Monday in May.
  - 3. July 4.
  - 4. The first Monday in September.
  - 5. The 4th Thursday in November.
  - 6. December 25.
  - 7. The day before if January 1, July 4 or December 25 falls on a Saturday.
  - 8. The day following if January 1, July 4 or December 25 falls on a Sunday.

#### s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

#### s. 66.0903 (11) LIABILITY AND PENALTIES.

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
- 2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
- 3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages. 5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

#### **BUILDING OR HEAVY CONSTRUCTION**

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

	SKILLED TRADES
Frings Deposits Must De Daid On /	All Harring Wardend

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	TOTAL \$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason	30.00	1.50	31.50
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter	32.72	16.47	49.19
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	20.00	7.19	27.19
108	Drywall Taper or Finisher	29.97	20.06	50.03
109	Electrician	34.82	14.03	48.85
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	19.27	7.42	26.69
112	Fire Sprinkler Fitter	36.78	19.71	56.49
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
116	Ironworker	32.50	20.85	53.35
117	Lather	32.72	16.47	49.19
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
120	Marble Mason	30.00	1.50	31.50
121	Metal Building Erector	22.40	6.27	28.67
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2016.	34.79	17.17	51.96
123	Overhead Door Installer	31.93	13.50	45.43
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
127	Pipeline Fuser or Welder (Gas or Utility)	44.20	18.26	62.46
129	Plasterer	32.82	18.81	51.63
130	Plumber	37.57	19.28	56.85
132	Refrigeration Mechanic	45.55	18.71	64.26
133	Roofer or Waterproofer	22.00	1.74	23.74
134	Sheet Metal Worker	35.11	15.04	50.15
135	Steamfitter	45.55	18.71	64.26
137	Teledata Technician or Installer	24.30	1.56	25.86
138	Temperature Control Installer	34.97	19.67	54.64
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic Future Increase(s): Add \$1.60 on 06/06/2016	33.98	18.96	52.94
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter	32.15	17.90	50.05
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	1 age 5 61 20
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	33.69	19.78	53.47
203	Three or More Axle	18.25	21.11	39.36
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.25	21.11	39.36
207	Truck Mechanic	18.25	21.11	39.36
	LABORERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
301	General Laborer	21.00	1.50	22.50
302	Asbestos Abatement Worker	17.00	4.51	21.51
303	Landscaper	21.90	9.83	31.73
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.14	14.65	35.79
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.88	0.00	16.88
314	Railroad Track Laborer	24.22	2.53	26.75
315	Final Construction Clean-Up Worker	29.01	17.39	46.40

#### **HEAVY EQUIPMENT OPERATORS** SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment): Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).		10.22	42.32
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over) Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator.  Future Increase(s):	44.05	23.24	67.29

Add \$1.25/hr on 1/1/2017.

Premium Increase(s):
Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.  Future Increase(s):  Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA		ORK	
CODE	Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000	37.67	20.38	58.05
	Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.  Future Increase(s): Add \$1.60/hr on 6/3/2016.  Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.			

Premium Increase(s):
Add \$.25/hr for all >45 Ton lifting capacity cranes.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	<b>BENEFITS</b>	TOTAL
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1.60/hr on 6/3/2016.	35.22	20.38	\$ 55.60
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).  Future Increase(s):  Add \$1.60/hr on 6/3/2016.		20.38	55.07
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.  Future Increase(s):  Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$1.60/hr on 6/3/2016.		20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	33.82	20.30	54.12
516	Fiber Optic Cable Equipment	23.00	0.00	23.00

#### SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

	SKILLED TRADES			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	30.00	1.50	31.50
105	Carpenter	32.72	16.47	49.19
107	Cement Finisher  Future Increase(s):    Add \$1.75 on 6/1/16.  Premium Increase(s):    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.	35.97	17.85	53.82
109	Electrician	52.00	1.50	53.50
111	Fence Erector	19.27	7.42	26.69
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver	33.24	16.00	49.24
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	44.20	18.26	62.46
137	Teledata Technician or Installer	24.30	1.56	25.86
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17

Determ	ination No. 201601527		ŀ	age 11 of 20
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00
	LABORERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	27.18	15.64	42.82
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	26.76	15.14	41.90
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.88	0.00	16.88
314	Railroad Track Laborer	24.22	2.53	26.75

### HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WORK

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; 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; Master Mechanic; Pile Driver.  Premium Increase(s):  Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; 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); Milling Machine; Skick Rig; Telehandler; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1.60/hr on 6/3/2016.		20.38	55.60
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Roter or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).  Future Increase(s):		20.38	55.07

Future Increase(s): Add \$1.60/hr on 6/3/2016.

CODE	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	TOTAL \$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chair Type Having 8-Inch Bucket & Under); Winches & A-Frames.		21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.		21.15	57.87

#### LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	30.00	1.50	31.50
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher  Future Increase(s):    Add \$1.75 on 6/1/16.  Premium Increase(s):    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.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
111	Fence Erector	19.27	7.42	26.69
116	Ironworker	32.50	20.85	53.35
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1 44/br on 6/1/2016	33.56	17.12	50.68

Add \$1.44/hr on 6/1/2016.

Premium Increase(s):

DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.

S   S   S   S   S   S   S   S   S   S	Determ	ination No. 201601527			Page 15 of 20
133   Roofer or Waterproofer   22.00   1.74   23.7     137   Teledata Technician or Installer   24.30   1.56   25.8     143   Tuckpointer, Caulker or Cleaner   32.82   18.67   51.4     144   Underwater Diver (Except on Great Lakes)   36.74   16.00   52.7     150   Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION   36.73   15.92   52.6     151   Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY   32.65   15.52   48.1     152   Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   28.57   13.71   42.2     153   Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   26.53   13.55   40.0     154   Groundman - ELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     154   Groundman - ELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7	<u>CODE</u>	_	BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL \$
143   Tuckpointer, Caulker or Cleaner   32.82   18.67   51.4     144   Underwater Diver (Except on Great Lakes)   36.74   16.00   52.7     150   Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION   36.73   15.92   52.6     151   Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY   32.65   15.52   48.1     152   Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   28.57   13.71   42.2     153   Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   26.53   13.55   40.6     154   Groundman - ELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   HOURLY BASIC RATE OF PAY BEENETIS   TOTAL STRUCT ON THE STRUCT ON	133	Roofer or Waterproofer			23.74
144   Underwater Diver (Except on Great Lakes)   36.74   16.00   52.7     150   Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION   36.73   15.92   52.6     151   Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY   32.65   15.52   48.1     152   Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   28.57   13.71   42.2     153   Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   26.53   13.55   40.0     154   Groundman - ELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   HOURLY BASIC RATE OF PAIN SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   HOURLY BASIC RATE OF PAIN SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   HOURLY BASIC RATE OF PAIN SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TRUCK DRIVERS   HOURLY BENEFITS   TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.7     TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97     TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75     TOTAL SELECTRICAL LINE CONSTRUCTION ONLY   21.75     TOTAL SELECTRICAL LINE C	137	Teledata Technician or Installer	24.30	1.56	25.86
150	143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
Single Axle or Two Axle   18.00   2.02   20.00	144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   28.57   13.71   42.2	150		36.73	15.92	52.65
153   Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY   26.53   13.55   40.00     154   Groundman - ELECTRICAL LINE CONSTRUCTION ONLY   21.75   12.97   34.70     TRUCK DRIVERS   TRUCK DRIVERS	151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
TRUCK DRIVERS   12.97   34.7	152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
TRUCK DRIVERS   Fringe Benefits Must Be Paid On All Hours Worked   HOURLY BASIC RATE OF PAY \$	153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
Fringe Benefits Must Be Paid On All Hours Worked   HOURLY BASIC RATE OF PAY SENEFITS \$ TOTAL \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
CODE         TRADE OR OCCUPATION         BASIC RATE OF PAY SENERITS (FRINGE BENEFITS)         TOTAL SENERITY         TOTAL SENERITY <td></td> <td>TRUCK DRIVERS</td> <td></td> <td></td> <td></td>		TRUCK DRIVERS			
201   Single Axle or Two Axle   18.00   2.02   20.00	<u>CODE</u>		BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL \$
204 Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.  205 Pavement Marking Vehicle 206 Shadow or Pilot Vehicle 207 Truck Mechanic  18.00 2.02 20.00  LABORERS  Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION  S 18.00	201	Single Axle or Two Axle			20.02
Future Increase(s):     Add \$1.60/hr on 6/3/2016.  205    Pavement Marking Vehicle	203	Three or More Axle	18.00	2.02	20.02
206 Shadow or Pilot Vehicle  207 Truck Mechanic  18.00 2.02 20.0  LABORERS  Fringe Benefits Must Be Paid On All Hours Worked  CODE TRADE OR OCCUPATION  HOURLY FRINGE BENEFITS STOTAL  TOTAL  T	204	Future Increase(s):	34.69	20.38	55.07
207 Truck Mechanic 18.00 2.02 20.0  LABORERS  Fringe Benefits Must Be Paid On All Hours Worked HOURLY BASIC RATE FRINGE FRINGE OF PAY BENEFITS TOTAL  **TOTAL CODE** TRADE OR OCCUPATION**  **TOTAL CODE**  **TO	205	Pavement Marking Vehicle	18.00	2.02	20.02
Fringe Benefits Must Be Paid On All Hours Worked  CODE TRADE OR OCCUPATION  HOURLY BASIC RATE FRINGE OF PAY BENEFITS TOTA \$	206	Shadow or Pilot Vehicle	18.00	2.02	20.02
Fringe Benefits Must Be Paid On <u>All</u> Hours Worked HOURLY BASIC RATE FRINGE  CODE TRADE OR OCCUPATION OF PAY BENEFITS TOTA  \$ \$ \$	207	Truck Mechanic	18.00	2.02	20.02
CODE TRADE OR OCCUPATION  BASIC RATE FRINGE OF PAY BENEFITS TOTA  \$ \$		LABORERS			
	CODE		BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL \$
	301	General Laborer			29.76

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY	
			FRINGE <u>BENEFITS</u> \$	TOTAL \$
303	Future Increase(s):     Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff.     06/01/2017  Premium Increase(s):     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).	30.67	15.65	46.32
304	Flagperson or Traffic Control Person  Future Increase(s):    Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff.    06/01/2017  Premium Increase(s):    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.	27.30	15.65	42.95
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.88	0.00	16.88
314	Railroad Track Laborer	24.22	2.53	26.75
	HEAVY EQUIPMENT OPERATO CONCRETE PAVEMENT OR BRIDGE	- 1440 - 14		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master	37.67	20.38	58.05

Future Increase(s):

Mechanic.

Add \$1.60/hr on 6/3/2016.

Premium Increase(s):
Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s):  Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.  Premium Increase(s):  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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.		21.85	59.62
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s	37.27	21.85	59.12

Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); 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); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; 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 \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

Premium Increase(s):

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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
544	Backfiller; 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 (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (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); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.  Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.  Premium Increase(s): 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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.	37.27	21.85	59.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; 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.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	23.00	0.00	23.00
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.  Future Increase(s):     Add \$1.25/hr on 1/1/2017.  Premium Increase(s):     Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87

Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.

36.72 21.15 57.87

### HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
551	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 Boorn Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67 m	19.78	56.45
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. o Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft o Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s):	r	21.85	59.62

Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

Premium Increase(s):

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://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-com pliance.aspx.

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; 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; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Levele or Rehabilitation Equipment; 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); 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 \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	30.20	20.65	50.85
554	Backfiller; 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 Sawer (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.  Future Increase(s):  Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	30.20	20.65	50.85
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); 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 \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	23.00	0.00	23.00
*****	**************************************	*******	*******	******

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860

Fax:

(608) 267-4592 (608) 264-8752



Scott Walker, Governor Raymond Allen, Secretary

The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form	Form Name	Party Who Uses the Form	Pages
Number		t changes to Wisconsin's prevailing wage actment of the 2015-17 State Budget Bill.	1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/16/2016

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860

Fax: TTY: (608) 267-4592 (608) 264-8752



Scott Walker, Governor Reginald J. Newson, Secretary

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860 Fax: (608) 267-4592

Fax: TTY:

(608) 264-8752



Scott Walker, Governor Raymond Allen, Secretary

### **PREVAILING WAGE – Public Entity Project Owners**

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

### **Thresholds**

- A "single-trade project of public works" means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A "multiple-trade project of public works" means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
  - (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
  - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for ●a city or village with a population less than 2500 or ●a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

 Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: <a href="http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm">http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm</a>

To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user's computer. Use this project determination on line application at the following address:

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do not appear on the "Consolidated List of Debarred Contractors."
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is
  often referred to as "the white sheet.")
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: <a href="http://dwd.wisconsin.gov/er/prevailing">http://dwd.wisconsin.gov/er/prevailing</a> wage rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

### POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Issue No. 67 Page 1 of 4

# State of Wisconsin - Department of Workforce Development Consolidated List of Debarred Contractors Prepared and Issued By

Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each department by calling its TDD number (608) 264-8752.

Name of Contractor	Address	Effective	Termination		Date of	<u>Limitations/</u>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212 or 8095 NW 64 <sup>th</sup> St Miami, FL 33166	<u>Date</u> 11/1/14	10/31/17	1, 2 and 4	2012	None None
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	~	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65 <sup>th</sup> Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Bickel, Matthew	See, Peshtigo Asphalt, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, Inc					

Issue No. 67		Page 2 of 4				March 1, 2016
Name of Contractor	Address	<u>Effective</u> <u>Date</u>	<u>Termination</u> <u>Date</u>	<u>Cause</u> <u>Code</u>	<u>Date of</u> <u>Violation(s)</u>	Limitations/ Deviations
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, Wi 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	~	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	~	2008- 2010	None
Froode, Kathleen M	See, Masonry Specialists II, LLC				÷	
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					

Issue No. 67		Page 3 of 4				March 1, 2016
Name of Contractor	Address	<u>Effective</u> <u>Date</u>	<u>Termination</u> <u>Date</u>	Cause	<u>Date of</u> Violation(s)	<u>Limitations/</u> <u>Deviations</u>
Gjolaj, Ded	See, Horizon Bros Painting Corp					
Grade A Construction, Inc	157 Enterprise Rd Delafield, WI 53018	1/1/16	12/31/19	1, 2 and 4	2014	None
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc	,				
John's Concrete	See, Wagner Companies, Inc, dba John's Concrete					
Kott, Joseph J	See, Alpha Electric, LLC					
Masonry Specialists II, LLC	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014	None
Mid-W Enterprises, Inc	1730 22 <sup>nd</sup> Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co, Inc	See, Mid-W Enterprises, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					

Issue No. 67

Name of Contractor	Address	<u>Effective</u> <u>Date</u>	Termination <u>Date</u>	<u>Cause</u> Code	<u>Date of</u> <u>Violation(s)</u>	<u>Limitations/</u> <u>Deviations</u>
Peshtigo Asphalt, Inc	W3895 Track La Peshtigo, WI 54157	3/1/16	2/28/17	~	2013- 2014	None
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin PI, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					
Wagner, Cory L	See, Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	<del>-</del>	2013	None
Yaresh, Kathleen R	See, Grade A Construction, Inc					
Cause Code: 1 = Failure to P.	1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime	y Overtime	3 = Kickback		4 = Payroll Records.	

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860 Fax: (608) 267-4592

TTY.

(608) 264-8752



Scott Walker, Governor Raymond Allen, Secretary

### **PREVAILING WAGE – Contractors**

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: <a href="http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm">http://dwd.wisconsin.gov/er/prevailing wage rate/default.htm</a>. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Contractors - 02/16-JE

State of Wisconsin Department of Workforce Development Equal Rights Division

### **Disclosure of Ownership**

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49. Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both** (A) and (B) are met.
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
    - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### **Other Construction Business**

Street Address or P O Box		City	State	Zip Code
Business Name		1		<u></u>
Street Address or P O Box		City	State	Zip Code
Business Name				
Street Address or P O Box		City	State	Zip Code
Business Name			<u> </u>	
Street Address or P O Box		City	State	Zip Code
I hereby state under penalty of perjur accurate according to my knowledge	-	ontained in this	document, is tru	e and
Print the Name of Authorized Officer				
Authorized Officer Signature	Date Signed			
Corporation, Partnership or Sole Proprietors	hip Name			
Street Address or P O Box		City	State	Zip Code
Mr Iv		000) 000 0004	•	

**Business Name** 

State of Wisconsin
Department of Workforce Development
Equal Rights Division

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

### This form must **ONLY** be filed with the **Awarding Agency** indicated below.

		Project Name	
State Of	)	DWD Determination Number	Project Number (if applicable)
Otato C.	)\$\$	Date Determination Issued	Date of Contract
County Of	)	Awarding Agency	
Journey J.		Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership	, Sole Proprietorship, Business,	State Agency or Lo	cal Governm	nental Unit
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Sign	ed
Signature of Authorized Officer				

### List of Agents and Subcontractors

Name		Name			
	Street Address				
Zip Code	City	State	Zip Code		
Telephone Number			Telephone Number		
	Name				
	Street Address		************		
Zip Code	City	State	Zip Code		
	Telephone Number				
	Name				
	Street Address				
Zip Code	City	State	Zip Code		
	Telephone Number				
	Name				
	Street Address				
Zip Code	City	State	Zip Code		
	Telephone Number				
	Name				
	Street Address				
Zip Code	City	State	Zip Code		
F	Telephone Number				
Name		Name			
Street Address					
Zip Code	City	State	Zip Code		
Telephone Number		I			
	Zip Code  Zip Code  Zip Code	Street Address  Zip Code City  Telephone Number  Name Street Address  Street Address  Zip Code City  Telephone Number  Name Street Address  Street Address	Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State  Telephone Number  Name Street Address  Zip Code City State		

State of Wisconsin Department of Workforce Development Equal Rights Division

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

,		Project Name	
		DIAGO DA LA CAMBANA	
State Of	)	DWD Determination Number	Project Number (if applicable)
	)SS	Date Determination Issued	Date of Subcontract
	,00	Awarding Contractor	
County Of	)	Date Work Completed	
		25.05	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ( )
Print Name of Authorized Officer Date Signed				
Authorized Officer Signature		,		

### **List of Agents and Subcontractors**

			Name			
Street Address			Street Address			
City	State	Zip Code	City	State	Zip Code	
Telephone Number			Telephone Number			
Name			Name			
Street Address			Street Address			
City	State	Zip Code	City	State	Zip Code	
Telephone Number ( )		-	Telephone Number ( )			
Name			Name			
Street Address			Street Address			
City	State	Zip Code	City	State	Zip Code	
Telephone Number			Telephone Number			
Name			Name			
Street Address			Street Address			
City	State	Zip Code	City	State	Zip Code	
Telephone Number ( )			Telephone Number ( )			
Name			Name			
Street Address			Street Address			
City	State	Zip Code	City	State	Zip Code	
Telephone Number			Telephone Number			
Name			Name			
Street Address			Street Address			
City	State	Zip Code	City	State	Zip Code	
Telephone Number		·····	Telephone Number	· ·		

If you have any questions call (608) 266-6861

# State of Wisconsin Department of Workforce Development Equal Rights Division Labor Standards Bureau

# Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination  County  County  DWD Project Determination Number  2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)  a.  c.  c.  d.  Address  Address  Telephone Number  Telephone Number	City, Village or Town Project Number (if applicable) ectrician, plumber, etc.) b. d. City	State	Zip Code
( )	Kequester I Itle		
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) (	onse via fax)	٠

regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NO READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD

Requester Signature

MAIL the completed request to:
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU

Date Signed

8

PO BOX 8928, MADISON WI 53708

FAX the completed request to: (608) 267-4592 / DO NOT e-mail your request. Call (608) 266-6861 for assistance in completing this form.

### ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

NOTE: Recent prevailing wage law changes enacted by the 2015-17 Budget Bill (2015 Wisconsin Act 55) do not go into effect until calendar year 2017.

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing\_wage\_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public	Prevailing wage rates do not apply to minor service or
	entities	maintenance work, warranty work, or work under a supply and
		installation contract.
Non-applicability:	Local	Minor service or maintenance work means a project of public
Minor service or	governmental	works that is limited to
maintenance	units &	minor crack filling, chip or slurry sealing, or other minor
work	Contractors	pavement patching, not including overlays, that has a
		projected life span of no longer than 5 years or that is
		performed for a TOWN and is not funded under §86.31,
		regardless of projected life span;
		the depositing of gravel on an existing gravel road applied
		solely to maintain the road;
		• road shoulder maintenance;
		cleaning of drainage or sewer ditches or structures; or
		any other limited, minor work on public facilities or equip-
		ment that is routinely performed to prevent breakdown or
		deterioration.
Non-applicability:	State agencies	Minor service or maintenance work means a project of public
Minor service or		works that is limited to
maintenance		minor crack filling, chip or slurry sealing, or other minor
work		pavement patching, not including overlays, that has a projected
		life span of no longer than 5 years;
		cleaning of drainage or sewer ditches or structures; or
		any other limited, minor work on public facilities or equip-
		ment that is routinely performed to prevent breakdown or
A1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A 31 1 1° -	deterioration.
Non-applicability:	All public	Supply and installation contract means a contract under which
Supply &	entities	the material is installed by means of simple fasteners or
installation		connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the
contract		total labor cost to install the material does not exceed 20
		percent of the total cost of the contract.
Non-applicability:	All public	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply
Work which a	entities	to work performed on a project of public works for which the
contractor or	endues	local governmental unit or the state or the state agency
individual		contracting for the project is not required to compensate any
donates to a		contracting for the project is not required to compensate any contractor, subcontractor's
public entity		agent, or individual for performing the work.
papile entity		agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local govern- mental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered	Truck drivers &	A laborer, worker, mechanic, or truck driver who is employed to
employees	Other workers &	process, manufacture, pick up, or deliver materials or products
	Contractors	from a commercial establishment that has a fixed place of
		business from which the establishment supplies processed or
		manufactured materials or products or from a facility that is not
		dedicated exclusively, or nearly so, to a project of public works
		is NOT entitled to receive the prevailing wage rate UNLESS any
	/	of the following applies:
		1) the laborer, worker, mechanic, or truck driver is
		employed to go to the source of mineral aggregate such as
		sand, gravel, or stone and deliver that mineral aggregate to
		the site of a project of public works by depositing the
		material directly in final place, from the transporting vehicle
		or through spreaders from the transporting vehicle.
		2) the laborer, worker, mechanic, or truck driver is
		employed to go to the site of a project of public works, pick
		up excavated material or spoil from the site of the project,
		and transport that excavated material or spoil away from the
		site of the project.

General Decision Number: WI160011 05/20/2016 WI11

Superseded General Decision Number: WI20150011

State: Wisconsin

Construction Type: Building

Counties: Adams, Ashland, Barron, Bayfield, Buffalo, Burnett, Clark, Columbia, Crawford, Dodge, Door, Dunn, Florence, Fond Du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Jackson, Jefferson, Juneau, Kewaunee, Lafayette, Langlade, Lincoln, Manitowoc, Marinette, Marquette, Menominee, Monroe, Oconto, Oneida, Pepin, Polk, Portage, Price, Richland, Rusk, Sauk, Sawyer, Shawano, Taylor, Trempealeau, Vernon, Vilas, Walworth, Washburn, Waupaca, Waushara and Wood Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/08/2016	
1		01/29/2016	
2		03/04/2016	
3		03/11/2016	
4		04/01/2016	
5		05/20/2016	

ASBE0019-002 11/30/2015

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAULK, VERNON, AND WALWORTH COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of		

all insulating materials, protective coverings, coatings, and finishes to all

types of mechanical systems)....\$ 33.83

28.25

-----

ASBE0034-005 06/01/2015

BARRON, BUFFALO, DUNN, AND POLK COUNTIES

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coatings, coverings, and finishes to all types of mechanical systems. Does not include

asbestos removal)......\$ 34.37 28.68

-----

ASBE0049-003 06/01/2015

ASHLAND, BAYFIELD, BURNETT, IRON, PEPIN, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems)

types of mechanical systems)....\$ 27.82

24.15

ASBE0127-002 06/01/2015

ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JACKSON, KEWAUNEE, LINCOLN, MANITOWOC, MARINETTE, MENOMINEE, OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TREMMPEALEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

\_\_\_\_\_\_

Rates Fringes

Heat and Frost Insulator
(Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems; and the application of firestopping material in walls, floors, ceilings)

walls, floors, ceilings).....\$ 30.34

21.13

ASBE0205-005 06/01/1998

ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JACKSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE, MENOMINEE, OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TREMPEALEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates

Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal, scrapping
vacuuming, bagging and
disposing of all insulation
materials from mechanical
systems whether they contain

asbestos or not)......\$ 16.56 3.10

ASBE0205-008 06/01/1999

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAULK, VERNON, AND WALWORTH COUNTIES

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming,
bagging and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)...\$ 16.55

ASBE0205-012 05/01/1998

ASHLAND, BAYFIELD, BURNETT, IRON, PEPIN, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether

they contain asbestos or not)...\$ 19.72

ASBE0205-013 05/01/1998

BARRON, BUFFALO, AND POLK COUNTIES

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether

they contain asbestos or not)...\$ 19.72 3.69

BOIL0107-001 01/01/2015

	Rates	Fringes	
BOILERMAKER			
Boilermaker	\$ 33.35	28.60	
Small Boiler Repair (un			
25,000 lbs/hr)	\$ 26.91	16.00	

BRWI0001-003 06/01/2015

CRAWFORD, JUNEAU, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
Bricklayer & Tile Setter	\$ 31.22	16.69
BRWI0002-003 06/01/2015		

ASHLAND, BURNETT, IRON, WASHBURN

	Rates	Fringes
BRICKLAYER		
Bricklayer, Tile Setter Cement Mason/Concrete	\$ 36.10	16.13
Finisher	\$ 34.30	16.13
BRWI0002-004 06/01/2015		

BAYFIELD COUNTY

	Rates	Fringes
BRICKLAYER		
Bricklayer & Tile Setter	\$ 36.10	16.13
BRWI0003-001 06/01/2015		

DOOR, KEWAUNEE, FLORENCE, FOND DU LAC, GREEN LAKE, MANITOWOC, MARINETTE, MARQUETTE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES

	Rates	Fringes	
BRICKLAYER Bricklayer, Cement Mason,			
Tile Setter	\$ 31.59	16.39	
BRWI0004-003 06/01/2013			

WALWORTH COUNTY

	Rates	Fringes
BRICKLAYERCEMENT MASON/CONCRETE FINISHER	.\$ 32.36	18.58 18.58 18.58
BRWI0006-001 06/01/2013		
ADAMS, CLARK, FOREST, LANGLADE, PORTAGE, TAYLOR, VILAS AND WOOD		NEE, ONEIDA,
	Rates	Fringes
BRICKLAYER  Bricklayer, Cement  Mason, Tile Setter	.\$ 32.14	16.56
BRWI0006-004 06/01/2013		
PRICE COUNTY		
	Rates	Fringes
Bricklayer & Tile Setter	.\$ 32.14	16.56
BRWI0007-003 06/01/2015		
GREEN AND LAFAYETTE COUNTIES		
	Rates	Fringes
Bricklayer & Tile Setter	.\$ 32.90	17.01
BRWI0013-003 06/01/2015		
GRANT, IOWA, AND RICHLAND COUNT	ES	
	Rates	Fringes
Bricklayer	.\$ 29.71	17.22 16.20
BRWI0019-004 06/01/2015		
BARRON, BURNETT (Southern half), WASHBURN (Southern half) COUNTIE		OLK, RUSK, AND
	Rates	Fringes
BRICKLAYER  Bricklayer, Cement Mason,  Tile Layer		16.51
BRWI0019-005 06/01/2015		
SAWYER COUNTY		

Fringes

Rates

Bricklayer & Tile Setter......\$ 31.36 16.51

-----

BRWI0021-001 06/01/2015

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....\$ 33.58 16.65

\_\_\_\_\_

BRWI0034-001 06/01/2015

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....\$ 32.86 17.22

\_\_\_\_\_

CARP0087-003 05/01/2009

BURNETT (West of highway 48) AND POLK (West of Highways 35, 48 & 65) COUNTIES

Rates Fringes

CARPENTER (Including Drywall
Hanging, Acoustical work).....\$31.79

16.10

CARP0252-005 07/02/2012

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BUFALO, BURNETT (East of Hwy 48), CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, FLORENCE (Except area bordering Michigan), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, KEWAUNEE, LAFAYETTE, MANITOWOC, MARINETTE (Except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, POLK (East of Hwy 35, 48, 65), PORTAGE, PRICE, RICHLAND, RUSK, SAUK, SAWYER, SHAWANO, TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes	
CARPENTER (Including Drywall Hanging, Acoustical work)		15.80 15.80	
			_

CARP0252-009 07/02/2012

ASHLAND COUNTY

Rates Fringes

CABINET INSTALLER (Including

Drywall Hanging & Acoustical
Work).....\$30.48
MILLWRIGHT.....\$32.11
15.80

CARP0361-006 07/11/2011

BAYFIELD COUNTY (West of Hwy 63)

Rates Fringes

Carpenters: (Including Drywall Hanging, Acoustical

work).....\$ 27.20 14.75

\_\_\_\_

CARP1348-006 05/03/2015

BAYFIELD COUNTY (Western 1/3)

Rates Fringes
MILLWRIGHT.....\$32.57 14.73

ELEC0014-001 06/01/2015

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (Except Colby, Fremont, Lynn, Maryville, Sherman, Sherwood, Unity), CRAWFORD, DUNN, GRANT, IRON, JACKSON, MONROE, PEPIN, POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

ELECTRICIAN.....\$31.21 18.92

ELEC0014-005 06/01/2014

Rates Fringes
Teledata System Installer

Installer/Technician.....\$ 22.50

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

\_\_\_\_\_

ELEC0158-007 06/01/2015

DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates	Fringes

Electricians:.....\$ 29.84 29.50% + 9.37

ELEC0159-001 06/01/2015

COLUMBIA, DODGE (West of Hwy 26 except Chester and Emmet Twps), GREEN LAKE COUNTY (Except Townships of Berlin, Seneca & St. Marie), IOWA, MARQUETTE COUNTY (Except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), AND SAUK COUNTIES

	Rates	Fringes
Electricians:	\$ 35.75	19.87

ELEC0219-006 06/01/2015

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes	
ELECTRICIAN			
Electrical contracts over			
\$180,000Electrical contracts under		18.34	
\$180,000	\$ 28.96	18.26	
			_

ELEC0388-004 06/01/2013

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 28.96	24.85% + 9.70
ELEC0494-010 06/01/2015		

DODGE COUNTY (Area East of Hwy 26 including all of Chester Township, but excluding Emmet Township), FOND DU LAC (except Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 29.95	20.95
ELEC0494-014 06/01/2015		

DODGE (Area East of Hwy 26 including Chester Twp but excluding Emmet Twp), FOND DU LAC (Except Waupun), AND MANITOWOC

(Schleswig) COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 16.47	14.84
Technician	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

BIRG0577 001 06/01/0015

ELEC0577-001 06/01/2015

GREEN LAKE (N. Part including Twps of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Twps of Crystal Lake, Neshkoro, Newton, and Springfield), WAUPACA, AND WAUSHARA COUNTIES,

	Rates	Fringes
ELECTRICIAN	.\$ 29.60	26.5%+9.15
ELEC0890-005 06/01/2015		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, AND WALWORTH COUNTIES

	Rates		Fringes
ELECTRICIAN	.\$ 31.90	24.95%	+ \$10.46
ENGI0139-004 06/01/2015			

Rates Fringes

OPERATOR: Power Equipment
(1) Cranes, Tower Cranes
with or w/o attachments
over 100 tons; Cranes,
tower Cranes with boom,

leads and or jib length		
176 ft or longer\$	37.67	20.10
(2) Cranes, Tower Cranes		
with or w/o attachments		
100 tons or less; Cranes,		
Tower Cranes with boom,		
leads, and or jib lengths		
175 ft or less\$	36.42	20.10
(3) Travelling Crane		
(bridge type)\$	35.22	20.10
(4) Hydraulic Crane, 10		
tons or less\$	34.69	20.10
(6) Forklift\$	31.99	20.10

### HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour EPA Level "B" Protection: \$2.00 per hour EPA Level "C" Protection: \$1.00 per hour

-----

IRON0008-012 06/01/2014

CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO AND WALWORTH (Northeastern part) COUNTIES

I	Rates	Fringes
IRONWORKER\$	29.27	23.96

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

\_\_\_\_\_

IRON0383-004 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DODGE, FLORENCE, FOREST, GRANT, GREENE (Except S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	\$ 32.85	21.84
IRON0498-007 06/01/2008		
ODEEN (O. E. 1/0) AND HALHODEN (I		COLDIETEC

GREEN (S.E. 1/3) AND WALWORTH (Except N.E. part) COUNTIES

	Rates	Fringes
IRONWORKER	\$ 34.34	25.72
TDON0512_000_05/01/2015		

IRON0512-009 05/01/2015

BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK, TAYLOR AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 35.50	23.45
IRON0512-023 05/01/2015		
ASHLAND, BAYFIELD, BURNETT, IRON, SAWYER, VILAS AND WASHBURN COUNT		DA, PRICE,
	Rates	Fringes
IRONWORKER	.\$ 31.04	23.45
LABO0140-003 06/01/2015		
BUFFALO, CRAWFORD, GRANT, JACKSON TREMPEALEAU (Southern part), AND		
	Rates	Fringes
Laborer, General  Laborer: Asbestos/hazardous material remover (Preparation, Removal and Encapsulation of Hazardous	.\$ 25.81	15.55
Materials from Non-Mechanical Systems)	.\$ 24.92	15.55
NOTE: Mason Tender \$.25 over ge \$1.00 over general laborer scale	le	
LAB00268-001 06/01/2015		
AREA 1: BARRON, CLARK (West 1/3) TAYLOR (West 1/3)	), DUNN, PEPIN,	POLK, RUSK
AREA 2: CLARK (East 2/3), LANGLE TAYLOR (East 2/3), VILAS, WOOD	ADE, LINCOLN,	ONEIDA, PRICE,
AREA 3: BURNETT, IRON, SAWYER, N	WASHBURN	
	Rates	Fringes
Laborer, General Area 1	.\$ 25.06	15.55 15.55 15.55
Area 1	.\$ 25.02	15.55

Area	2\$	24.47	15.55
Area	3\$	25.67	15.55

NOTE: Mason Tender \$.25 over general laborer. Burnett, Iron, Sawyer & Washburn \$.70 over general laborer.

-----

LABO0330-001 06/01/2015

DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, PORTAGE, SHAWANO, WAUPACA, WAUSHARA

	Rates	Fringes
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems)		15.55 15.55
NOTE: Mason Tender \$.25 over gentlement   LABO0464-005 06/01/2015	neral laborer.	

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Laborer, General Adams County Remaining Area Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous Materials from Non-mechanical Systems)		15.55 15.55
Adams County		15.55 15.55

LABO0464-008 06/01/2015

	Rates	Fringes
Landscape Laborer	\$ 14.33	13.90

LABO1091-001 06/01/2015

Rates Fringes

Laborer, General\$ 22.91 Laborer: Asbestos/hazardous	15.55
material remover	
(Preparation, Removal,	
Encapsulation of Hazardous	
materials from Non-mechanical	
Systems)\$ 22.91	15.55
15	

LABO1091-002 06/01/2015

ASHLAND & BAYFIELD (East of County Trunk A exclusive of the Iron River National Fish Hatchery and Great Lakes Transmission Co., Station 6) COUNTIES

	Rates	Fringes
Laborer, General Laborer: Asbestos/hazardous material remover	\$ 22.91	15.55
(Preparation, Removal, Encapsulation of Hazardous		
materials from Non-mechanical	A 00 01	15.55
Systems)	\$ 22.91	15.55
DT 7 00 F 0 0 0 0 0 7 / 0 1 / 0 0 1 0		

PLAS0599-003 07/01/2012

PEPIN COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER. PLASTERER		18.10 18.18

PLAS0599-007 06/01/2013

BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

	2
CEMENT MASON/CONCRETE FINISHER\$ 25.85 PLASTERER\$ 29.67	18.10 17.03

PLAS0599-011 06/01/2014

GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE PLASTERER		16.78 16.78

PLAS0633-046 05/01/2012

BAYFIELD, PRICE, AND SAWYER COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		16.30 17.05
* PLUM0011-009 05/02/2016		
ASHLAND BAYFIELD, BURNETT, IRON,	SAWYER, A	AND WASHBURN COUNTIES
	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)	\$ 39.07	18.73
PLUM0075-006 06/01/2015		
OODGE (Watertown), GREEN, JEFFERS	SON, AND LA	AFAYETTE COUNTIES
	Rates	Fringes
PLUMBER (Including HVAC work)	\$ 39.87	20.12
PLUM0075-008 06/01/2015	<b>_</b> _	<b>_</b>
COLUMBIA, IOWA, MARQUETTE, RICHLA	AND, AND SA	AUK COUNTIES
	Rates	Fringes
PLUMBER (Including HVAC work)		
PLUM0118-003 06/01/2015		
WALWORTH COUNTY		
	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)	\$ 39.20	19.25
PLUM0400-002 06/01/2015		
ADAMS, CALUMET, DODGE (Except Wat GREEN LAKE, KEWAUNEE, MANITOWOC, MENOMINEE, OCONTO, OUTAGAMIE, SHA WINNEBAGO COUNTIES	MARINETTE	(Except Niagara),
	Rates	Fringes
PLUMBER/PIPEFITTER (Including		

BARRON, BUFFALO, CLARK, CRAWFORD, DUNN, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LANGLADE, LINCOLN, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes	
PLUMBER/PIPEFITTER (Including HVAC work)	.\$ 36.75	16.32	
PLUM0601-006 06/01/2015			
DODGE (Watertown), GREEN, JEFFER	SON, AND LAFAYET	TTE COUNTIES	
	Rates	Fringes	
PIPEFITTER (Including HVAC work)	.\$ 42.36	21.64	
PLUM0601-008 06/01/2015			
COLUMBIA, IOWA, MARQUETTE, RICHI	AND, AND SAUK CO	DUNTIES	
	Rates	Fringes	
PIPEFITTER (Including HVAC work)	.\$ 45.55	18.44	
SHEE0010-031 05/01/2008			
ASHLAND, BAYFIELD AND IRON COUNT	'IES		
	Rates	Fringes	
SHEET METAL WORKER	.\$ 27.53	14.61	
SHEE0018-003 06/01/2011			
FOND DU LAC AND MANITOWOC COUNTI	ES		
	Rates	Fringes	
Sheet Metal Worker (Including HVAC work)		17.40	
SHEE0018-004 06/01/2015			
ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES			
	Rates	Fringes	
Sheet Metal Worker (Including HVAC work)		21.85	
SHEE0018-014 06/01/2011			

DODGE AND JEFFERSON COUNTIES Rates Fringes Sheet Metal Worker (Including HVAC work).....\$ 37.20 17.01 SHEE0018-015 09/01/2010 WALWORTH COUNTY Rates Fringes SHEET METAL WORKER (Including HVAC work).....\$ 31.85 SHEE0018-017 06/01/2011 GREEN COUNTY Rates Fringes

Sheet Metal Worker (Including HVAC work) .....\$ 32.75 SHEE0018-018 06/01/2015

LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES

Rates Fringes Sheet Metal Worker (Including HVAC work) 11.60 Contracts \$120,000 or less..\$ 20.57 Contracts over \$120,000....\$ 28.36 24.59 SHEE0018-022 06/01/2015

BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPEALEAU, AND WASHBURN COUNTIES

Rates Fringes Sheet Metal Worker (Including HVAC work) .....\$ 28.63 23.79 SHEE0018-023 06/01/2015

COLUMBIA AND SAUK COUNTIES

Rates Fringes Sheet Metal Worker (Including HVAC work).....\$ 35.55 24.61 SHEE0018-024 06/01/2015

CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Including HVAC work)	\$ 28.75	21.62
TEAM0346-003 05/01/2013		
ASHLAND, BAYFIELD, BURNETT, SAW	YER & WASHINGTON	COUNTIES
	Rates	Fringes
TRUCK DRIVER 2 Axle Trucks	\$ 27.42	14.986
TEAM0662-002 06/01/2015		
ADAMS, BARRON, BUFFALO, CLARK, KEWAUNEE, LANGLADE, LINCOLN, MA ONEIDA, PEPIN, POLK, PORTAGE, P TEMPEALEAU, WAUPACA & WOOD COUN	NITOWOC, MENOMIN RICE, RUSK, SHAW	EE, OCONTO,
	Rates	Fringes
TRUCK DRIVER 2 Axle Trucks	\$ 27.46	15.9775
SUWI2002-001 01/23/2002		
	Rates	Fringes
Fence Installers	\$ 15.00	2.37
GLAZIER	\$ 20.21	1.86
Painters:  Brush & Roller (Excluding Drywall Finishing) Spray		2.55 2.25
Power Equipment Operator  Backhoe  Excavator  Front End Loader	\$ 17.37	7.61 7.45 4.61
ROOFER	\$ 15.52	3.21
TRUCK DRIVER (3-Axle)	\$ 15.28	4.78
WELDERS - Receive rate prescrib operation to which welding is i	ed for craft per	forming

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

\_\_\_\_\_\_

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISION

### FEBRUARY 1999

## NOTICE TO BIDDERS WAGE RATE DECISION

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

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omision 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.

Page 1 of 1

# Wisconsin Department of Transportation PAGE: 1 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

CONTRACT:

LINE NO	ITEM	APPROX.	UNIT PRICE	!
NO	DESCRIPTION	QUANTITY   AND UNITS	I	DOLLARS CTS
SECTI(	DN 0001 ROADWAY ITEMS			
0010	201.0105 Clearing 	   138.000  STA	   	.
0020	201.0205 Grubbing 	   138.000  STA	     	.
	203.0100 Removing Small  Pipe Culverts	   26.000  EACH	   	       .
0040	203.0200 Removing Old  Structure (station) 001.  526+60 EB	  LUMP	  LUMP	.
0050	203.0200 Removing Old  Structure (station) 002.  561+61 EB	  LUMP 	  LUMP 	
	203.0200 Removing Old  Structure (station) 003.  573+93 EB	  LUMP 	  LUMP 	       .
	203.0200 Removing Old  Structure (station) 004.  583+27 EB	  LUMP	  LUMP 	       .
0080	203.0200 Removing Old Structure (station) 005. 593+55 EB	  LUMP	  LUMP 	.
	203.0200 Removing Old  Structure (station) 006.	    LUMP	    LUMP	

## Wisconsin Department of Transportation PAGE: 2 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

CONTRACT: ONTRACT: 20160712006

LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
	203.0200 Removing Old  Structure (station) 007.  570+30.00	  LUMP	LUMP	   
	203.0200 Removing Old  Structure (station) 008.  603+74.00	  LUMP	LUMP	   
0120	203.0210.S Abatement of Asbestos Containing Material (structure) 001. PARCEL 50	  LUMP 	  LUMP 	
0130	204.0100 Removing  Pavement 	28,000.00	   0    .	       .
0140	204.0110 Removing  Asphaltic Surface 	   100.00	0   .	   
0150	204.0150 Removing Curb &  Gutter 	   8,650.00  LF	         	   
0160	204.0170 Removing Fence	5,320.00	0   .	   
	204.0185 Removing  Masonry 	5.00	         	     
0180	204.0195 Removing  Concrete Bases	   17.00  EACH	0   .	   
0190	204.0220 Removing Inlets   	   22.00  EACH	0	     

## Wisconsin Department of Transportation PAGE: 3 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

CONTRACT: ONTRACT: 20160712006

LINE NO	! = = =	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
0200	204.0235 Removing  Buildings (parcel) 001.  PARCEL 50	  LUMP 	  LUMP	
0210	204.0240 Site Clearance  (parcel) 001. PARCEL 50	  LUMP 	    LUMP	
0220	204.0245 Removing Storm  Sewer (size) 001.  12-INCH	   400.000  LF	     	   
0230	204.0245 Removing Storm  Sewer (size) 002.  15-INCH	   50.000  LF	     	
0240	204.0265 Abandoning  Wells 	   1.000  EACH	     	
	204.0270 Abandoning  Culvert Pipes 	3.000	     	   
0260	204.0280 Sealing Pipes   	3.000   EACH	     	   
0270	204.9060.S Removing  (item description) 001.  SIGNING COVER PLAQUE	   25.000  EACH	     	
0280	204.9060.S Removing  (item description) 002.  OVERHEAD SIGN SUPPORT	   2.000  EACH	     	
0290	204.9060.S Removing  (item description) 003.  PERMANENT TYPE III  BARRICADES	   8.000  EACH	     	

# Wisconsin Department of Transportation PAGE: 4 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

CONTRA	ACTOR :			
LINE NO	ITEM DESCRIPTION	APPROX.	UNIT PRICE	!
	  204.9060.S Removing  (item description) 004.  PERMANENT CRASH CUSHIONS	AND UNITS 	<u>-</u> 	DOLLARS
0310	204.9060.S Removing  (item description) 005.  REMOVING SEPTIC MOUND	   1.000  EACH	     	       .
0320	204.9060.S Removing  (item description) 006.  Street Lights	   15.000  EACH	     	   
0330	204.9060.S Removing  (item description) 007.  Street Lighting Cabinet	   1.000  EACH	   	
0340	204.9090.S Removing  (item description) 001.  TEMPORARY CONCRETE  BARRIER	   5,950.000  LF 	   	
0350	205.0100 Excavation  Common	   219,663.000  CY	       .	   
0360	205.0200 Excavation Rock   	   35,924.000  CY	     	   
	206.2000 Excavation for  Structures Culverts  (structure) 001.  B-56-223	  LUMP 	  LUMP 	   
	206.2000 Excavation for  Structures Culverts  (structure) 002.  C-56-2031	    LUMP 	  LUMP 	
0390	208.0100 Borrow   	   72,899.000  CY		       

## Wisconsin Department of Transportation PAGE: 5 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

CONTRA	ACTOR :				
LINE	ITEM   DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT     DOLLARS  CTS	
0400	  210.0100 Backfill  Structure 	2,739.000	- <u>-</u> 	DODDARD   C15	
0410	211.0100 Prepare  Foundation for Asphaltic  Paving (project) 001.  1674-00-81	  LUMP	LUMP		
0420	213.0100 Finishing  Roadway (project) 001.  1674-00-81	   1.000  EACH		       .	
0430	214.0100 Obliterating  Old Road 	   20.000  STA		     	
0440	305.0110 Base Aggregate  Dense 3/4-Inch 	   10,600.000  TON		     	
0450	305.0120 Base Aggregate  Dense 1 1/4-Inch 	   169,500.000  TON		       .	
0460	311.0115 Breaker Run   	   96.000  CY		     	
	312.0110 Select Crushed  Material 	   88,000.000  TON		     	
0480	415.0090 Concrete  Pavement 9-Inch 	20,500.000		   	
0490	415.0100 Concrete  Pavement 10-Inch 	   180,000.000  SY		   	

# Wisconsin Department of Transportation PAGE: 6 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20160712006

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS		DOLLARS CTS
	415.0210 Concrete  Pavement Gaps	   13.000  EACH		
	415.0410 Concrete  Pavement Approach Slab	   1,700.000  SY	 	
	416.0170 Concrete  Driveway 7-Inch 	   50.000  SY	   	
	416.0610 Drilled Tie  Bars 	   825.000  EACH	     	
	416.0620 Drilled Dowel  Bars	   224.000  EACH		   
	416.1010 Concrete  Surface Drains 	90.000  CY		
	416.1110 Concrete  Shoulder Rumble Strips	   53,100.000  LF		   
	440.4410 Incentive IRI  Ride 	   54,000.000  DOL	1.00000	   54000.00
	450.4000 HMA Cold  Weather Paving 	1,438.000  TON		
0590	455.0605 Tack Coat   	   600.000  GAL		
	460.2000 Incentive  Density HMA Pavement 	   13,100.000  DOL	1.00000	     13100.00

## Wisconsin Department of Transportation PAGE: 7 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

CONTRACT: ONTRACT: 20160712006

LINE NO	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	!	DOLLARS CTS
0610	460.5224 HMA Pavement 4  LT 58-28 S 	   21,000.000  TON		   
	465.0120 Asphaltic  Surface Driveways and  Field Entrances	   470.000  TON	     	       .
0630	465.0125 Asphaltic  Surface Temporary 	   3,550.000  TON		     
0640	465.0315 Asphaltic  Flumes 	   120.000  SY		
0650	465.0400 Asphaltic  Shoulder Rumble Strips 	   55,700.000  LF		   
0660	504.0100 Concrete  Masonry Culverts 	   794.000  CY		
	505.0400 Bar Steel  Reinforcement HS  Structures	   86,040.000  LB		     
0680	505.0600 Bar Steel  Reinforcement HS Coated  Structures	   3,810.000  LB		
0690	511.1100 Temporary  Shoring 	   280.000  SF		
0700	511.1200 Temporary  Shoring (structure) 001.  B-56-223	   560.000  SF		
0710	516.0500 Rubberized  Membrane Waterproofing 	73.000		

## Wisconsin Department of Transportation PAGE: 8 DATE: 05/16/16

REVISED:

SCHEDULE OF ITEMS CONTRACT: ONTRACT: 20160712006

LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
0720	520.4018 Culvert Pipe  Temporary 18-Inch 	   52.000  LF		
0730	520.4024 Culvert Pipe  Temporary 24-Inch 	   162.000  LF		
0740	520.4036 Culvert Pipe  Temporary 36-Inch	   77.000  LF		   
0750	520.4048 Culvert Pipe  Temporary 48-Inch	   171.000  LF		   
0760	520.8000 Concrete  Collars for Pipe 	   4.000  EACH		   
0770	521.0112 Culvert Pipe  Corrugated Steel 12-Inch 	   37.000  LF		   
0780	521.0118 Culvert Pipe  Corrugated Steel 18-Inch	   167.000  LF		       .
0790	521.0124 Culvert Pipe  Corrugated Steel 24-Inch	   216.000  LF		 
0800	521.0130 Culvert Pipe  Corrugated Steel 30-Inch	   31.000  LF		
0810	521.1012 Apron Endwalls  for Culvert Pipe Steel  12-Inch	   2.000  EACH	   	

## Wisconsin Department of Transportation PAGE: 9 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	   DOLLARS   CTS	DOLLARS CTS	
0820	521.1018 Apron Endwalls   for Culvert Pipe Steel   18-Inch			       .	
0830	521.1024 Apron Endwalls  for Culvert Pipe Steel  24-Inch			       .	
0840	521.1036 Apron Endwalls  for Culvert Pipe Steel  36-Inch	   2.000   EACH	2.000		
0850	522.0324 Culvert Pipe  Reinforced Concrete  Class IV 24-Inch	   582.000  LF	   	       .	
0860	522.0336 Culvert Pipe  Reinforced Concrete  Class IV 36-Inch	   229.000   LF	   	       .	
0870	522.1015 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  15-Inch	7.000 EACH			
0880	522.1024 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  24-Inch	19.000  EACH		.	
0890	522.1030 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  30-Inch	1.000   EACH			
0900	522.1036 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  36-Inch	   8.000  EACH		       	

## Wisconsin Department of Transportation PAGE: 10 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	   DOLLARS  CTS
0910	522.1042 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  42-Inch			
0920	523.0419 Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  Class HE-IV 19x30-Inch	   131.000  LF		
0930	523.0424 Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  Class HE-IV 24x38-Inch	   175.000  LF		
0940	523.0434 Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  Class HE-IV 34x53-Inch	   177.000  LF		
0950	523.0519 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  19x30-Inch	4.000  EACH 	     	
0960	523.0524 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  24x38-Inch			       
0970	523.0534 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  34x53-Inch	2.000   2.000  EACH 	       	
0980	523.0548 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  48x76-Inch	2.000   2.000  EACH 	       	       

## Wisconsin Department of Transportation PAGE: 11 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

LINE NO	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT
INO		QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
0990	601.0555 Concrete Curb &  Gutter 6-Inch Sloped  36-Inch Type A	4,100.000   LF   .	   	   
1000	601.0557 Concrete Curb &  Gutter 6-Inch Sloped  36-Inch Type D	   450.000  LF	   	   
1010	603.1242 Concrete  Barrier Type S42A 	   4,900.000  LF	     	       .
	603.8000 Concrete  Barrier Temporary  Precast Delivered	   5,355.000  LF		
	603.8125 Concrete  Barrier Temporary  Precast Installed	   5,355.000  LF		
1040	604.0500 Slope Paving  Crushed Aggregate 	   3,300.000  SY		   
1050	606.0200 Riprap Medium   	2,900.000  CY		     
1060	606.0300 Riprap Heavy 	   169.000  CY		     
	608.0415 Storm Sewer  Pipe Reinforced Concrete  Class IV 15-Inch	   359.000  LF		   
1080	608.0424 Storm Sewer   Pipe Reinforced Concrete   Class IV 24-Inch	   508.000  LF	     	     

## Wisconsin Department of Transportation PAGE: 12 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS		DOLLARS CTS
1090	608.0430 Storm Sewer  Pipe Reinforced Concrete  Class IV 30-Inch	   142.000  LF		   
1100	608.0436 Storm Sewer  Pipe Reinforced Concrete  Class IV 36-Inch	   209.000  LF	  -  -	     
1110	608.0442 Storm Sewer  Pipe Reinforced Concrete  Class IV 42-Inch	   451.000  LF		     
	611.0430 Reconstructing  Inlets 	   1.000  EACH		     
	611.0530 Manhole Covers  Type J 	   2.000  EACH	   	
	611.0610 Inlet Covers  Type BW 	   2.000  EACH		
	611.0627 Inlet Covers  Type HM 	   6.000  EACH		       .
	611.0642 Inlet Covers  Type MS 	23.000 EACH		     
	611.2005 Manholes 5-FT  Diameter 	   2.000  EACH	       	     
1180	611.3225 Inlets 2x2.5-FT   	   2.000  EACH		
1190	611.3230 Inlets 2x3-FT   	   6.000  EACH		     

# Wisconsin Department of Transportation PAGE: 13 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	! .
	611.3901 Inlets Median 1  Grate 	3.000 EACH		
	611.3902 Inlets Median 2  Grate 	   6.000  EACH		   
	611.8115 Adjusting Inlet  Covers 	   22.000  EACH	   	
1230	612.0406 Pipe Underdrain  Wrapped 6-Inch 	   355.000  LF	     	     
	614.0200 Steel Thrie  Beam Structure Approach 	   248.000  LF		   
	614.0220 Steel Thrie  Beam Bullnose Terminal 	   8.000  EACH		
	614.0230 Steel Thrie  Beam 	   813.000  LF	   	
	614.0396 Guardrail Mow  Strip Asphalt 	2,800.000  SY		
1280	614.0905 Crash Cushions  Temporary 	   8.000  EACH		     
1290	614.2300 MGS Guardrail 3   	5,500.000	       .	     
	614.2500 MGS Thrie Beam  Transition 	788.000	     	

## Wisconsin Department of Transportation PAGE: 14 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20160712006

LINE	!	APPRO		UNIT P	RICE	BID AM	OUNT
NO	DESCRIPTION	QUANTI AND UN		DOLLARS		DOLLARS	CTS
	614.2610 MGS Guardrail  Terminal EAT 	    EACH	  18.000 				
1320	614.2620 MGS Guardrail  Terminal Type 2 	      EACH	1.000		.   		
	616.0204 Fence Chain  Link 4-FT 		  10.000 		.   		
1340	616.0206		  00.000 		.		
	616.0208 Fence Chain  Link 8-FT 	     1,7  LF	         		.   		
1360	616.0700.S Fence Safety   	5    LF	  00.000 		.		
	618.0100 Maintenance And  Repair of Haul Roads  (project) 001.  1674-00-81	      EACH	1.000		.		
1380	619.1000 Mobilization   	     EACH	1.000		·		
	620.0300 Concrete Median  Sloped Nose 	    SF	70.000  		.		
1400	624.0100 Water   	     9,0  MGAL	  00.000		     		

# Wisconsin Department of Transportation PAGE: 15 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

CONTRA	ACTOR :			
LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
	 	AND UNITS	DOLLARS   CTS	DOLLARS CTS
	625.0500 Salvaged  Topsoil 	337,900.000 SY		     .
1420	627.0200 Mulching   	   300,300.000  SY		
1430	628.1104 Erosion Bales   	   520.000  EACH		
1440	628.1504 Silt Fence   	   25,300.000  LF		
	628.1520 Silt Fence  Maintenance 	   45,200.000  LF		   
1460	628.1905 Mobilizations  Erosion Control 	   30.000  EACH		     .
1470	628.1910 Mobilizations  Emergency Erosion  Control	   15.000  EACH	     .	     .
	628.1920 Cleaning  Sediment Basins 	   300.000  CY		   
	628.2004 Erosion Mat  Class I Type B 	   211,200.000  SY		   
	628.2027 Erosion Mat  Class II Type C 	3,800.000 SY		
1510	628.6510 Soil Stabilizer  Type B 	   30.000  ACRE	   	     

# Wisconsin Department of Transportation PAGE: 16 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.		UNIT PR		BID AM	
NO	DESCRIPTION 	QUANTITY   AND UNITS		DOLLARS		   DOLLARS	
	628.7005 Inlet  Protection Type A 	   16.00  EACH	  00 			   	
	628.7010 Inlet  Protection Type B 	   10.00  EACH	  00 		•	   	
	628.7015 Inlet  Protection Type C 	   6.00  EACH	   0 C 			   	
	628.7020 Inlet  Protection Type D 	   4.00  EACH	   0 C 			   	
	628.7504 Temporary Ditch  Checks 	   3,490.00  LF	   0 C 			   	
1570	628.7515.S Stone or Rock  Ditch Checks 	   810.00  CY	   0 C 			   	
	628.7555 Culvert Pipe  Checks 	   153.00  EACH	  00 			   	
1590	628.7560 Tracking Pads   	   13.00  EACH	   0 C 			   	
1600	628.7570 Rock Bags   	   100.00  EACH	   00 			   	
1610	629.0210 Fertilizer Type  B 	   221.00  CWT	000		•	   	
	630.0130 Seeding Mixture  No. 30	3,400.00   3,400.00	  00 	<b></b>		<b></b>     	

## Wisconsin Department of Transportation PAGE: 17 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

CONTRACT: ONTRACT: 20160712006

L	CILEDOLLE	OT.	TIBLO		1777 6
PROJEC	T(S):			FEDERAL	ID(S):
1674	-00-81			WISC	2016250
1674	-00-84			N/A	

LINE	TTEM DESCRIPTION	APPROX.     QUANTITY  -   AND UNITS		UNIT PRICE		BID AMOUNT	
NO	DESCRIFTION			DOLLARS	. !	DOLLARS	CTS
	630.0200 Seeding  Temporary	      LB	3,075.000		.		
1640	630.0300 Seeding Borrow  Pit 	      LB	5,500.000    5,500				
	630.0400 Seeding Nurse  Crop	      LB	1,100.000		.		
1660	632.0101 Trees (species)  (size) (root) 001.  HACKBERRY, "PRAIRIE  PRIDE", B&B, 2.5-INCH  CAL.	    EACH 	1.000				
	632.0101 Trees (species)  (size) (root) 002.  HONEYLOCUST, THRONLESS  'IMPERIAL',B&B, 2.5-INCH  CAL.	    EACH 	2.000				
	632.0101 Trees (species)  (size) (root) 003.  MAPLE, FREEMAN 'SIENNA  GLEN', B&B, 2.5-INCH CAL.	    EACH 	11.000				
1690	632.0101 Trees (species)  (size) (root) 004.  MAPLE, STATE STREET, B&B,  2.5-INCH CAL.	ĺ	2.000		•		
	632.0101 Trees (species)  (size) (root) 005.  HAWTHORN, COCKSPUR  THORNLESS (SHRUB FROM  TREE), B&B, 6-FOOT HT.	       EACH 	9.000				

## Wisconsin Department of Transportation PAGE: 18 DATE: 05/16/16

#### SCHEDULE OF ITEMS

REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20160712006 1674-00-81 WISC 2016250 1674-00-84 N/A

CONTRACTOR : \_\_\_\_\_\_ ITEM DESCRIPTION NO | \_\_\_\_\_ 632.0101 Trees (species) 1710 (size) (root) 006. 11.000 | HAWTHORN, 'WINTER KING' | EACH (SHRUB FORM TREE), B&B, 6-FOOT HT. |632.0101 Trees (species) | 5.000 1720 (size) (root) 007. MUSCLEWOOD, J.N. STRAIN, EACH B&B, 5-FOOT HT. \_\_\_\_\_\_ (SHRUB FORM TREE), B&B, 5-FOOT HT. |632.0101 Trees (species) | 1740|(size) (root) 009. | 15.000 VIBURNUM, BLACKHAW EACH 'FOREST ROUGE' (SHRUB FORM TREE), B&B, 6-FOOT HT. 632.0101 Trees (species) | 15.000 | BALSAM, B&B, 7-FOOT HT. | EACH | 1750 (size) (root) 010. FIR, \_\_\_\_\_\_ | 632.0101 Trees (species) | 1760|(size) (root) 011. | | JUNIPER, HILL DUNDEE, | EACH 22.000 B&B, 5-FOOT HT. \_\_\_\_\_ |632.0101 Trees (species) | 1770|(size) (root) 012. 19.000 JUNIPER, 'MOUNTBATTEN', EACH B&B, 5-FOOT HT. 632.0101 Trees (species) 1780 (size) (root) 013. PINE, .780|(size) (root) 013. PINE, | 6.000| |WHITE, B&B, 7-FOOT HT. | EACH |

## Wisconsin Department of Transportation PAGE: 19 DATE: 05/16/16

REVISED:

### SCHEDULE OF ITEMS

CONTRACT:

ONTRACT: 20160712006

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS		DOLLARS CTS	
1790	632.0101 Trees (species)  (size) (root) 014.  SPRUCE, BLACK HILLS, B&B,  7-FOOT HT	   40.000  EACH		       	
1800	632.0201 Shrubs  (species) (size) (root)  001. VIBURNUM, ARROWWOOD,  CONT., 3-FOOT HT./#5			       	
1810	632.9101 Landscape  Planting Surveillance  and Care Cycles	   20.000  EACH	 		
	633.0200 Delineators  Flexible 	   300.000  EACH		   	
	633.0500 Delineator  Reflectors 	   22.000  EACH		   	
	633.1000 Delineator  Brackets 	   22.000  EACH			
1850	633.5200 Markers Culvert  End 	   46.000  EACH		   	
	634.0612 Posts Wood  4x6-Inch X 12-FT 	   16.000  EACH	   	   	
	634.0614 Posts Wood  4x6-Inch X 14-FT 	   32.000  EACH	     	       .	
	634.0616 Posts Wood  4x6-Inch X 16-FT 	   96.000  EACH		       .	

## Wisconsin Department of Transportation PAGE: 20 DATE: 05/16/16

#### SCHEDULE OF ITEMS

REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20160712006 1674-00-81 WISC 2016250 1674-00-84 N/A

CONTRACTOR : ITEM LINE DESCRIPTION NO | |634.0618 Posts Wood 55.000 EACH 1890 4x6-Inch X 18-FT 634.0620 Posts Wood 31.000 EACH 1900 | 4x6-Inch X 20-FT |634.0622 Posts Wood | 11.000| |EACH | 1910 | 4x6-Inch X 22-FT |634.0814 Posts Tubular | 1920 Steel 2x2-Inch X 14-FT X 14-FT | 6.000| | EACH | | 635.0200 Sign Supports | 1930|Structural Steel HS | 1930 Structural Steel HS |LB | |636.0100 Sign Supports 30.000 1940 | Concrete Masonry CY 1950|Steel Reinforcement |637.1220 Signs Type I | 1960|Reflective SH 3,523.000 1960 Reflective SH SF |637.2210 Signs Type II | 1970|Reflective H | | 2,918.000| |SF 1970 Reflective H |637.2220 Signs Type II | 1980|Reflective SH | 13.500| |SF 1980 Reflective SH | 637.2230 Signs Type II | 990 Reflective F 

# Wisconsin Department of Transportation PAGE: 21 DATE: 05/16/16

SCHEDULE OF ITEMS

REVISED:

CONTRACT: ONTRACT: 20160712006

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	I
	638.2101 Moving Signs  Type I 	   1.00	) ) 	     
2010	638.2102 Moving Signs  Type II 	   1.00	)     .	   
	638.2601 Removing Signs  Type I 	   5.00  EACH	) )   	   
	638.2602 Removing Signs  Type II 	   169.00  EACH	)     .	     
	638.3000 Removing Small  Sign Supports	   172.00  EACH	)     .	     
2050	638.3100 Removing  Structural Steel Sign  Supports	   4.00	)   	     
	642.5401 Field Office  Type D 	   1.00	) )   .	     
	642.6001 Field  Laboratory 	   1.00	)     .	       .
2080	643.0200 Traffic Control Surveillance and Maintenance (project) 001. 1674-00-81	361.00		
	643.0300 Traffic Control  Drums	   143,000.00	)   	     

## Wisconsin Department of Transportation PAGE: 22 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20160712006

CONTR	ACTOR :						
LINE NO	ITEM   DESCRIPTION 	Qt	APPROX. JANTITY JD UNITS	UNIT PR     DOLLARS		BID AM     DOLLARS	
	643.0420 Traffic Control  Barricades Type III 	    DAY	8,200.000			   	
2110	643.0500 Traffic Control  Flexible Tubular Marker  Posts	    EACH	1,000.000			   	
	643.0600 Traffic Control  Flexible Tubular Marker  Bases	    EACH	1,000.000		•	   	
2130	643.0705 Traffic Control  Warning Lights Type A 	    DAY	6,450.000  			   	
	643.0715 Traffic Control  Warning Lights Type C 	    DAY	23,100.000			   	·
	643.0800 Traffic Control  Arrow Boards 	    DAY	950.000  			   	·
	643.0900 Traffic Control  Signs 	    DAY	5,200.000			   	
	643.0920 Traffic Control  Covering Signs Type II 	    EACH	10.000			   	
	643.1050 Traffic Control  Signs PCMS 	    DAY	300.000			   	
2190	645.0105 Geotextile Type  C	    sy	286.000    286.000			   	
	645.0111 Geotextile Type  DF Schedule A 	    sy	90.000			   	

## Wisconsin Department of Transportation PAGE: 23 DATE: 05/16/16

SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT		
NO	DESCRIPTION	DESCRIPTION	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
2210	645.0120 Geotextile Type  HR 	7,994.000	     	     		
2220	645.0140 Geotextile Type  SAS 	2,800.000		   		
2230	646.0106 Pavement  Marking Epoxy 4-Inch 	   154,000.000  LF	     	     		
2240	646.0600 Removing  Pavement Markings 	   10,000.000  LF	     	   		
2250	646.0841.S Pavement  Marking Grooved Wet  Reflective Contrast Tape  4-Inch	16,500.000   16,500.000  LF	       			
2260	646.0843.S Pavement  Marking Grooved Wet  Reflective Contrast Tape  8-Inch	   15,100.000  LF	       			
2270	647.0456 Pavement  Marking Curb Epoxy 	20.000	     	   		
	647.0566 Pavement  Marking Stop Line Epoxy  18-Inch	   80.000  LF	     	   		
2290	647.0606 Pavement  Marking Island Nose  Epoxy	2.000   EACH	     	     		
2300	647.0726 Pavement  Marking Diagonal Epoxy  12-Inch	   1,900.000  LF	       .			

## Wisconsin Department of Transportation PAGE: 24 DATE: 05/16/16

### SCHEDULE OF ITEMS

REVISED:

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
	649.0400 Temporary  Pavement Marking  Removable Tape 4-Inch	   184,000.000  LF		
	649.0402 Temporary  Pavement Marking Paint  4-Inch	   6,000.000  LF		
2330	649.0801 Temporary  Pavement Marking  Removable Tape 8-Inch	   500.000  LF		
2340	649.1200 Temporary  Pavement Marking Stop  Line Removable Tape  18-Inch	   150.000  LF 	     	     
2350	650.4000 Construction  Staking Storm Sewer	   42.000  EACH	   	   
2360	650.4500 Construction  Staking Subgrade 	   22,330.000  LF		
	650.5000 Construction  Staking Base 	   5,105.000  LF		
	650.5500 Construction  Staking Curb Gutter and  Curb & Gutter	   4,550.000  LF	 	
2390	650.6000 Construction  Staking Pipe Culverts 	   34.000  EACH	   	   
2400	650.6500 Construction  Staking Structure Layout  (structure) 001.  R-56-34		  LUMP 	

## Wisconsin Department of Transportation PAGE: 25 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
2410	650.6500 Construction  Staking Structure Layout  (structure) 002.  B-56-223	    LUMP 	LUMP	
	650.6500 Construction  Staking Structure Layout  (structure) 003.  C-56-2031	  LUMP 	LUMP	
	650.7000 Construction  Staking Concrete  Pavement	   64,100.000  LF		
2440	650.7500 Construction  Staking Concrete Barrier 	   4,900.000  LF		
	650.9910 Construction  Staking Supplemental  Control (project) 001.  1674-00-81	  LUMP 	  LUMP 	
2460	650.9920 Construction  Staking Slope Stakes 	   22,330.000  LF	   	
2470	690.0150 Sawing Asphalt   	   4,600.000  LF		
2480	690.0250 Sawing Concrete   	   2,350.000  LF		
2490	715.0415 Incentive  Strength Concrete  Pavement	   60,150.000  DOL	1.00000	60150.00
2500	715.0502 Incentive  Strength Concrete  Structures	   4,764.000  DOL	1.00000	4764.00

## Wisconsin Department of Transportation PAGE: 26 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20160712006

LINE	!	APPROX.		UNIT P	UNIT PRICE		BID AMOUNT	
NO	NO DESCRIPTION		JANTITY ID UNITS	DOLLARS	CTS	DOLLARS	CTS	
2510	ASP.1T0A On-the-Job Training Apprentice at  \$5.00/HR	      HRS	2,100.000		         	105	00.00	
2520	ASP.1T0G On-the-Job Training Graduate at \$5.  00/HR	      HRS	6,480.000		5.00000  	324	00.00	
2530	SPV.0035 Special 001.  TOPSOIL SPECIAL 	      CY	203.000		.			
2540	SPV.0060 Special 001.  INLET COVERS TEMPORARY	    EACH	4.000		.     			
	SPV.0060 Special 002.  INLET MEDIAN 4 GRATE  MODIFIED	      EACH	2.000		.			
	SPV.0085 Special 001.  SEEDING MIXTURE NO. 75  MODIFIED	      LB	1,100.000		.			
2570	SPV.0090 Special 001.  FENCE CHAIN LINK  POLYMER-COATED 4-FT	      LF	335.000		.			
2580	SPV.0090 Special 002.  LANDSCAPE EDGING	      LF	340.000		.			
2590	SPV.0090 Special 003.  CULVERT PIPE HORIZONTAL  ELLIPTICAL CLASS HE IV  48X76-INCH	      LF	145.000		.			
2600	SPV.0105 Special 001.  CONCRETE PAVEMENT JOINT  LAYOUT	    LUMP 		LUMP	     			

Wisconsin Department of Transportation PAGE: 27 DATE: 05/16/16

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20160712006

LINE NO	TTEM DESCRIPTION	!		BID AMOUNT	
NO	DESCRIPTION QUANTITY AND UNITS		DOLLARS   CTS	DOLLARS CTS	
2610	SPV.0105 Special 002.  SAUK COUNTY SALT STORAGE  FACILITY	  LUMP 	  LUMP	       .	
2620	SPV.0165 Special 001.  WALL MODULAR BLOCK  MECHANICALLY STABILIZED  EARTH LRFD/QMP	2,440.000   SF	       	     	
2630	SPV.0195 Special 001.  COARSE AGGREGATE SPECIAL 	   17.000  TON	 	       .	
	   SECTION 0001 TOTAL		   	·	
	   TOTAL BID				

### PLEASE ATTACH SCHEDULE OF ITEMS HERE