## **HIGHWAY WORK PROPOSAL**

Proposal Number: 29

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

| COUNTY      | STATE PROJECT ID | FEDERAL PROJECT ID | PROJECT DESCRIPTION  | <u>HIGHWAY</u> |
|-------------|------------------|--------------------|--|----------------|
| Clark       | 1520-05-60       |                    | Pittsville - Neillsville<br>(East County Line to STH 95)   | STH 73         |
| Pierce      | 1530-05-60       |                    | Ellsworth - Durand<br>(CTH A to CTH P)                     | USH 10         |
| Trempealeau | 1630-00-60       |                    | Galesville - Whitehall<br>(CTH C to North Junction STH 95) | USH 53         |
| Trempealeau | 7150-00-60       |                    | Trempealeau - Fountain City (STH 93 to West County Line)   | STH 35         |
| Pierce      | 7210-00-60       |                    | Ellsworth - Baldwin<br>(USH 10 to South Junction STH 29)   | USH 63         |

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

| Proposal Guaranty Required, \$ 75,000.00           | 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: March 14, 2017<br>Time (Local Time): 9:00 AM | SAMPLE  |
| Contract Completion Time                           | NOT FOR BIDDING PURPOSES                        |
| August 31, 2017                                    | NOT FOR BIDDING FOR COLO                        |
| Assigned Disadvantaged Business Enterprise Goal 0% | This contract is exempt from federal oversight. |

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

| bscribed and sworn to before me this date            |                             |
|--|-----------------------------|
| (Signature, Notary Public, State of Wisconsin)       | (Bidder Signature)          |
| (e.g. alars, retail) results of resoluting           | (2.886. 0.9.1818.0)         |
| (Print or Type Name, Notary Public, State Wisconsin) | (Print or Type Bidder Name) |
| (Date Commission Expires)                            | (Bidder Title)              |
| Notary Seal  |                             |

#### For Department Use Only

| Type of Work  |                        |  |
|---|------------------------|--|
| Chip sealing, scrub sealing, fog sealing, signing, pavement marking, and traffic control. |                        |  |
| 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.
  - 2. 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 FOR PRINCIPAL                                |                                   | NOTARY FOR SURETY                                       |                                  |
| (Date)  |                                   | (Date)  |                                  |
| State of Wisconsin                                  | )                                 | State of Wisconsin                                      | )                                |
|   | ) ss.<br>County )                 |   | ) ss.<br>_County )               |
| On the above date, this instrument named person(s). | was acknowledged before me by the | 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, Nota                           | ry 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> |
|-----------------------|---------------|------------------------|
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#### **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**

| Artic | cle Description                              | Page # |
|-------|--|--------|
| 1.    | General.                                     | 2      |
| 2.    | Scope of Work.                               | 2      |
| 3.    | Prosecution and Progress.                    | 2      |
| 4.    | Traffic.                                     | 3      |
| 5.    | Holiday Work Restrictions.                   | 3      |
| 6.    | Utilities                                    | 4      |
| 7.    | Removing Signs Type II, Item 638.2602        | 4      |
| 8.    | Traffic Control.                             | 5      |
| 9.    | Pavement Marking Paint 4-Inch, Item 646.0103 | 6      |
| 10.   | Locating No-Passing Zones, Item 648.0100.    | 6      |
| 11.   | Chip Seal, SPV.0180.01                       | 6      |
| 12.   | Scrub Seal, Item SPV.0180.02.                |        |
| 13.   | Fog Seal, SPV.0180.03.                       |        |

#### SPECIAL PROVISIONS

# 1. General.

Perform the work under this construction contract for Project 1520-05-60, Pittsville – Neillsville (East County Line to STH 95), STH 73, Clark County; Project 1530-05-60, Ellsworth – Durand (CTH A to CTH P), USH 10, Pierce County; Project 1630-00-60, Galesville – Whitehall (CTH C to North Junction STH 95), USH 53, Trempealeau County; Project 7150-00-60, Trempealeau – Fountain City (STH 93 to West County Line), STH 35, Trempealeau County and Project 7210-00-60, Ellsworth – Baldwin (USH 10 to South Junction STH 29), USH 63, Pierce 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, 2017 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 (20160607)

# 2. Scope of Work.

The work under this contract shall consist of chip sealing, scrub sealing, fog sealing, signing, pavement marking, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

# 3. Prosecution and Progress.

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

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

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

#### **Lane Closure Restrictions**

Lane closures and flagging operations will not be permitted along STH 35 for Project 7150-00-60 in Trempealeau County during the following times:

- 7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM

# 4. Traffic.

Coordinate the single-lane flagging operations in a manner which cause as little delay to the traveling public as possible.

Except as otherwise authorized by engineer, the maximum length of the single-lane work zone shall be no more than 1 mile.

Do not park or store equipment, vehicles, or construction materials within 30 feet of the edge of the traffic lane of any roadway during non-working hours.

# **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  | 7 calendar days      |
| Full roadway closures   | 7 calendar days      |
| Ramp closures   | 7 calendar days      |
| Full ramp closures  | 7 calendar days      |
| Detours   | 7 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 (20160607)

# 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying 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 5:00 AM Friday, May 26, 2017 to 5:00 AM Wednesday, May 31, 2017 for Memorial Day;
- From 5:00 AM Friday, June 30, 2017 to 5:00 AM Wednesday, July 5, 2017 for Independence Day.

107-005 (20050502)

#### 6. Utilities.

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

# Project 1520-05-60, 1530-05-60, 1630-00-60, 7150-00-60, and 7210-00-60

Underground and overhead utility facilities are located within the project limits. There are no utility conflicts anticipated for this project.

Coordinate construction activities with a call to Diggers hotline or a direct call to the underground facilities in the area, as required per state statutes. Use caution to maintain the integrity of utilities. Coordinate with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

# 7. Removing Signs Type II, Item 638.2602.

This work shall be according to the pertinent requirements of standard spec 638 and as provided here.

Type II signs are the department's property. All department signs removed, and not identified for reuse, shall be separated, plywood from aluminum signs, and the aluminum signs shall be palletized for shipment and handling with a forklift. Contact DTSD Sign Shop Coordinator Steve Allard at (715) 855-7671 at least three business days prior to delivery to coordinate shipment to be delivered to the DTSD Sign Shop Distribution Center at one of the following locations:

- Dunn County Highway Shop, 3303 USH 12 East, Menomonie, WI 54751
- LaCrosse County Highway Shop, 301 Carlson Rd, West Salem, WI 54669
- Price County Highway Shop, 704 N. Lake Ave, Phillips, WI 54555
- Washburn County Highway Shop, 1600 CTH H, Spooner, WI 54801
- Wood County Highway Shop, 555 17<sup>th</sup> Ave North, Wisconsin Rapids, WI 54495

## 8. Traffic Control.

Supplement standard spec 643.3.1 with the following.

Lane closures and flagging operations shall only be allowed during daytime hours. Do not implement a lane closure during inclement weather or poor visibility.

When traffic control devices are not in use, they shall be covered and/or removed from the traveled way and shoulders of the roadway.

All signs including "Road Work Ahead" signs, "Loose Gravel" signs, "Road Work Next XX Miles" signs, "One Lane Road Ahead" signs, "Flagger Ahead" signs, "No Center Stripe" signs, "35 mph" advisory signs, "Do Not Pass" signs, "Pass With Care" signs, "End Road Work" signs, and all sign supports required shall be incidental to the item of Traffic Control

Use of flaggers, pilot vehicles, and all related traffic control items, materials, signs, sign supports, and measures shall also be incidental to the item of Traffic Control.

Provide to the engineer, County Sheriff's Department, and the State Patrol District Headquarters responsible for that county with the current telephone number(s) which the contractor or their representative can be contacted at all times in the event a safety hazard develops.

Keep appropriate emergency officials informed of routes to provide emergency services. Utilize two-way radios, and an additional flag person or persons, within lane closure areas, in order to positively direct, control, and safeguard traffic through the work zone.

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

The third flag person is required to be located at the area of the moving operation to safely guide traffic around the equipment and personnel working at the moving operation.

A flagger shall be at all side roads within the work zone.

All department owned signs that are removed by the contractor because of interference with construction operations shall, unless otherwise authorized by the engineer, be promptly replaced as directed by the engineer. At no time may stop signs be removed or moved without flag persons present.

Use signs to designate the no-passing zones and to warn traffic during the time when nopassing zone and centerline pavement markings are not in place on intermediate or final surfaces open to through traffic. The department will allow the use of such signs in lieu of no-passing zone and centerline pavement markings for up to three calendar days following completion of each pavement layer. Such signs shall be in place prior to the time when the pre-existing pavement marking is obliterated and shall be removed following placement of the no-passing zone and centerline pavement markings. Signs may be placed on portable supports unless the sign will be used continuously at the same location for seven or more days. The following signs shall be used:

- (1) "Do Not Pass" (R4-1, 24" x 30") and the existing "No Passing Zone" pennant (W14-3) at the beginning of each no-passing zone.
- (2) Additional "Do Not Pass" (R4-1, 24" x 30") signs within any no-passing zone that continues beyond an intersection with a state or county trunk highway or that exceeds one mile in length. Place an additional sign where traffic enters a no- passing zone from such an intersection and wherever necessary to provide a maximum one-mile sign spacing within any single zone.
- (3) "Pass With Care" (R4-2, 24" x 30") at the end of each no-passing zone.
- (4) "No Center Stripe" (W8-12, 48" x 48" minimum) at the beginning of the unmarked area, at two-mile intervals throughout the unmarked area, and at locations where traffic enters the unmarked area from intersections with state trunk and county trunk highways.

# 9. Pavement Marking Paint 4-Inch, Item 646.0103.

Add the following to standard spec 646.3.1.1:

Apply permanent pavement markings to the upper layer of pavements open to through traffic within seven calendar days after completing the fog sealing operation. In the event of adverse weather or other constraints to the marking operations, resume with the approval of the engineer when conditions permit.

# 10. Locating No-Passing Zones, Item 648.0100.

For this project, except as specially noted below, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet). 648-005 (20060512)

## Special Zone: Project 7150-00-60

On STH 35 from Station 101+00 to Station 118+00 (approximately 1700 feet) pavement marking shall be solid-solid and from Station 118+00 to Station 123+00 (approximately 500 feet) pavement marking shall be solid-dash as shown on the plans.

# 11. Chip Seal, SPV.0180.01.

## A Description

Construct a chip seal surface treatment as described in standard spec 475 and as hereinafter provided.

#### **B** Materials

# **B.1** Asphaltic Material

Provide CRS-2P or HFRS-2P, Asphaltic material for seal coat. The CRS-2P and HFRS-2P, asphaltic material for seal coat shall meet the following requirements for the type and grade specified. Only Asphaltic Material supplied from a certified source is approved for use.

Emulsified asphalt compatibility with aggregate shall be verified prior to construction. This shall be done through documentation from material provider.

# **Emulsified Asphalt**

The emulsified asphalt shall meet the requirements of AASHTO M-316 subject to the following modification:

- Polymer-modified cationic emulsified asphalt, (CRS-2P), and polymer-modified anionic emulsified asphalt, (HFRS-2P) shall be produced by using polymer modified base asphalt only. The use of Latex modification shall not be allowed. Any emulsion not meeting this requirement shall not be used.

#### **B.2 Seal Coat**

Provide aggregate conforming to standard spec 460. Use aggregates, uniform in quality and free from wood, bark, roots, and other deleterious materials. Gradation and are specified in Table 1.

Percent Passing **Percent Passing Percent Passing** By Weight By Weight **Sieve Size By Weight** #1 #2 #3 3/8 inch (9.5mm) 100 100 100 #4 (4.75mm) 90-100 90-100 85-100 #8 (2.36mm) 45-75 5-10 10-40

0

0-8

0-2

**Table 1** (Values are the percent passing the sieve)

#### **B.3** Water

Use potable water, compatible with the seal coat.

# **B.4** Mix Design

#16 (1.19mm)

#40 (425mm)

#200 (75mm)

If the aggregate material specified in Table 1 is unavailable or is cost prohibitive to obtain, the contractor may submit a proposed aggregate and emulsion design. The design shall include a listing of recent projects and roadways where the design has been utilized within the last four years. The proposed alternative design will be reviewed and approved by the engineer in writing prior to using on the project.

0 - 10

0 - 1

#### **C** Construction

#### C.1 General

Construct seal coat to the width as shown in the plans or as directed by the engineer. Use asphaltic material of the type and grade the special provisions designate.

# C.2 Equipment

<u>Distributor</u>: Use a distributor as specified in standard spec 455.3.2.2.

<u>Aggregate Spreader:</u> Use a self-propelled mechanical type aggregate spreader capable of distributing the aggregate uniformly to the required width and at the designed rate. Use a self-propelled type mounted on pneumatic-tired wheels.

<u>Rollers:</u> Provide a minimum of two self-propelled rollers. At least one roller will be a pneumatic-tire roller. Steel-wheel rollers must weigh between 6 and 9 tons.

<u>Brooms:</u> Provide motorized brooms with a positive means of controlling vertical pressure and capable of cleaning the road surface prior to spraying asphaltic material and removing loose aggregate after seal coating.

#### **C.3** Weather Limitations

Construct seal coat operations (including traffic restrictions on the freshly constructed seal coat) according to the following:

- Not before May 1 or after August 31.
- Work only during daylight hours.
- Start when the pavement and air temperature are 60°F and rising.
- The road surface is dry and there shall be no standing water.
- Do not apply before impending rains if rain might damage the material before placing and rolling the cover aggregates.

#### **C.4 Road Surface Preparation**

Immediately before applying the asphaltic material, remove all pavement marking and clean the existing surface with a power broom or other suitable equipment to remove dirt, clay or other objectionable matter. Clean depressions not reached by the power broom, using hand brooming.

Remove vegetation from cracks or joints.

Cover iron (manholes, gate valve covers, catch basins, sensors, etc.) to prevent adherence of the asphaltic material. Suitable covering includes plywood disks, sand, Kraft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic.

#### **C.5** Application of Asphaltic Material

Begin the rate of application for the asphaltic material at a rate of 0.36 gallons per square yard or as determined and agreed upon by the engineer. Inspect the aggregate in the wheel paths for proper embedment. Make adjustments to the rate of application, if necessary.

Construct one full lane width at a time. Cover previously applied material as required to create transverse joints without overlapping. Make additional adjustments to the rate of application during the project if needed.

Limit the length of any spread to that which can be covered immediately with aggregate and rolled within 30 minutes. Limit the distance between the bitumen distributor and the aggregate spreader to 150 feet.

# C.6 Application of Aggregate

Apply the aggregates at a rate of 18 pounds per square yard or as determined and agreed upon by the engineer.

Immediately after the asphaltic material has been sprayed, apply the aggregates. The speed of the spreader shall be such that the aggregates are not turned over, and starting and stopping of the spreader is minimized. The edges of the aggregate applications shall be sharply defined. Previously used (sweeping) aggregates will not be allowed.

# **C.7 Rolling Operations**

Complete the initial rolling immediately after applying the aggregate. Proceed at a recommended speed less than or equal to 5 miles per hour, to prevent turning over aggregate.

Begin at the edges and continue to the center, lapping ½ the roller width on each successive pass. After this initial rolling, perform subsequent rolling using a combination of steel-wheel rollers and pneumatic tire rollers or pneumatic tire rollers only until thoroughly embedding the aggregate and the surface is smooth and uniform in texture.

The total compacting width of each roller shall exceed 5 feet.

#### C.8 Sweeping

Within 24 hours of the seal coat construction, sweep off the surplus aggregate on all seal coat operations including paved shoulders, asphaltic curb locations, intersecting highways, and bridges. Sweep with care to not dislodge aggregate that is setting. Re-sweep areas after the initial sweeping. Dispose of the surplus seal coat aggregate in a manner satisfactory to the engineer.

#### **C.9** Protection of the Surface

No traffic is permitted on the seal coated road surface until after the specified rolling has been completed and the asphaltic material has set and will not pick up on vehicle tires.

#### **D** Measurement

The department will measure Seal Coat by the square yard, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.01Seal CoatSY

Payment is full compensation for preparing the surface; for furnishing, heating, and applying asphaltic material; for furnishing, drying or moistening, applying, and rolling the cover aggregate; for brooming, finishing, and maintaining the surface.

# 12. Scrub Seal, Item SPV.0180.02.

## **A Description**

Construct a scrub seal surface treatment as described in standard spec 475 and as hereinafter provided.

#### **B** Materials

# **B.1 Polymer Modified Bituminous Rejuvenating Emulsion Binder – Grade CMS-2P**

| Emulsion Property  | MIN      | MAX  | Test Method             |
|--|----------|------|-------------------------|
| Viscosity @ 50°C (122°F) (cPs)                           | 110      | 880  | ASTM D7226              |
| Residue by Evaporation, W%, MIN                          | 65       |      | ASTM D6943 <sup>1</sup> |
| Sieve, W%, MAX <sup>2</sup>                              |          | 0.1  | AASHTO T59              |
| Particle Charge  | POSITIVE |      | AASHTO T59              |
| Demulsibility 35 mL, 0.8% Sodium Dioctyl sulfosuccinate% |          | 20.0 | AASHTO T59              |
| Storage Stability, W%, 24 Hours <sup>2</sup>             |          | 1.0  | AASHTO T59              |
| Residue Property (By Vacuum Distillation)                |          |      | AASHTO D7403            |
| $G^*/SIN\delta @ 52^{\circ}C$ , (kPa)                    | 2.2      |      | AASHTO T315             |
| MSCR @ 10°C, %R @3.2kPa, %                               | 55       |      | ASTM D7405              |
| Penetration @ 4°C, MIN <sup>3</sup>                      | 40       |      | AASHTO T49              |
| Rejuvenating Agent Property                              |          |      |                         |
| Viscosity, 60°C (140°F), cPs                             | 50       | 300  | ASTM D4402              |
| Flash Point, COC, F                                      | >425     |      | ASTM D92                |
| Saturates, W%  |          | 30   | ASTM D2007              |
| Solubility in N-Pentane, W%                              | 99.0     |      | ASTM D2007              |
| Mass Loss After RTFO or TFO, W%                          |          | 6.5  | AASHTO T240<br>OR T179  |
| Viscosity Ratio  |          | 3.0  | AASHTO T179             |

- 1. ASTM D7404 is an acceptable alternate test method for determination of % residue in emulsion
- 2. This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- 3. Test conditions: 200g at 60s

# **B.2** Coarse Aggregate

The coarse aggregate shall be 100% crushed material from quarried stone, natural gravel or other high quality aggregate excluding sources containing magnesium or calcium carbonite and meet the following requirements:

# **B.4 Physical Requirements**

| Description                                  | MIN | MAX | Test Method     |
|--|-----|-----|-----------------|
| L.A. Abrasion Loss @ 500 Revolutions, %      |     | 35  | AASHTO T96      |
| Deleterious Material, W%                     |     | 1.0 | AASHTO T113     |
| Crushed Pieces, 1 Fractured Face, %          | 100 |     | WISDOT CMM 8-60 |
| Sodium Sulfate Soundness Test, 5 Cycle, R4,% | 15  |     | AASHTO T104     |

## **B.5** Grading Requirements – ASTM C-117

| SIEVE     |           | TYPE I |
|-----------|-----------|--------|
| 1 inch    | (25 mm)   | 100    |
| 3/4 inch  | (19 mm)   | 100    |
| 1/2 inch  | (12.5 mm) | 100    |
| 3/8 inch  | (9.5 mm)  | 100    |
| 5/16 inch | (8.0 mm)  | 90-100 |
| No. 4     | (4.75 mm) | 10-80  |
| No. 8     | (2.36 mm) | 5-30   |
| No. 16    | (1.18 mm) | 0-15   |
| No. 200   | (75 um)   | 0-5    |

# **C** Construction

#### C.1 Equipment

All equipment required for performance of the work shall be approved before construction is to begin, and shall be maintained in satisfactory operating condition. The contractor shall furnish an accurate thermometer, hand brooms and other small tools and equipment essential for the completion of the work.

#### Pressure Distributor

The pressure distributor shall have a computerized rate control that automatically adjusts the distributor's pump to the ground speed. The pressure distributor shall be capable of heating and re-circulating the bituminous binder to the specified temperature. The proper nozzles shall be used for the material and rate specified.

#### Scrub Broom

The scrub broom frame shall be constructed such that the scrub broom is attached to the distributor truck. The scrub broom must be equipped with the means to mechanically raise and lower the scrub broom off and unto the road surface at designated points of completion and start up. It shall be towable in the elevated position. The weight of the broom assembly shall be such that it does not squeegee the emulsion off the roadway surface.

The main body of the scrub broom shall be a frame minimum 6'-9" wide and 10 feet long. The maximum transverse rigid frame width at any point shall not exceed 6'-9". The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with emulsion scrub brooms. The leading member and the trailing member shall have broom heads angled at 10 to 15 degrees off the centerline of the supporting member. Each individual emulsion scrub broom attached to the scrub broom assembly shall be 3 ½" w x 6 ½" h x 16" l and have stiff nylon bristles. Bristle height is to be maintained at a minimum of 5 inches. The scrub broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4'-6" per side, with diagonals and equipped with emulsion scrub brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of 16 feet but to maintain the scrubbing process consistently as surface textures and conditions along with cross-sections change along the existing roadway surface.

NOTE: The contractor must supply a scrub broom as described for the purpose of scrubbing the polymer modified asphaltic rejuvenating emulsion. If the contractor fails to supply the scrub broom specified, the project will be shut down.

# Aggregate Spreader

The aggregate spreader shall be self-propelled and shall be equipped with hoppers, revolving cylinders and adjustments necessary to produce a uniform distribution of material at the specified rate.

#### Pneumatic Tire Roller

The pneumatic tire rollers shall weigh a minimum of five tons.

# **C.2** Pre-Paving On-Site Meeting

A meeting between the contractor and engineer will be held at the project site prior to beginning work. The agenda for this meeting will include:

- Review of contractor's detailed work schedule
- Review of the traffic control plan
- Inspection of equipment
- Calibration and adjustment to equipment as needed

#### **C.3** Weather Limitations

The stress absorbing membrane interlayer scrub seal shall be places when the pavement and atmospheric temperature is 50°F and rising. Placement is not permitted if it is raining, when the pavement surface has standing water, or when temperatures are forecasted to be below 40°F within 24 hours of placement.

#### C.4 Qualifications

The contractor shall have had a minimum of five years' experience in the application of polymer modified asphaltic emulsion and have successfully completed at least three similar type projects utilizing the scrub-broom. References shall be supplied upon request.

#### C.5 General

The contractor shall follow the construction methods as described:

- Preparation of the surface shall include removal of all pavement marking, vegetation, dirt and debris from the roadway. The surface shall be cleaned by the contractor and shall be reasonably dry when the bituminous binder is applied. Material cleaned from the surface shall be properly disposed of.
- Construct the scrub seal to the width as shown in the plans or as directed by the engineer. The edges of the limits of the scrub seal application on both sides of the road shall be maintained in a neat and uniform line.
- Immediately following application of the polymer modified bituminous rejuvenating emulsion binder to the roadway surface, the material shall be scrubbed with the scrub broom for the purpose of forcing the emulsion into the existing surface voids and distributing the emulsion over variable roadway surface textures and conditions.
- The application of the polymer modified asphaltic rejuvenating emulsion and scrub broom operation shall cease +/- 40 feet prior to the end of the road section or intersection. The remaining polymer modified asphaltic rejuvenating emulsion shall be drug out by the scrub broom, and the remaining emulsified material required to complete the pass shall be applied only by the distributor at the specified rate.
- The specified aggregate shall be spread uniformly onto the bituminous binder prior to the emulsion breaking and as agreed to by the engineer.
- Projects with segments greater than 20,000 square yards shall use a minimum of three rollers. Rollers shall proceed at a maximum speed of 5 mph. The entire surface shall receive a minimum of two roller passes. The first roller pass shall be performed within one minute of aggregate spreading.
- Sweeping of the completed surface shall be accomplished prior to unrestricted use by traffic. The entire surface shall be clean of all loose material within 24 hours and prior to placement of any surface course.
- Cover iron (manholes, gate valve covers, catch basins, sensors, etc.) to prevent adherence of the asphaltic material. Suitable covering includes plywood disks, sand, Kraft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic.

# C.6 Application of Bituminous Binder and Coarse Aggregate

The bituminous binder shall be heated to specified temperature and uniformly placed to prevent ridges or streaks in the surface.

#### C.7 Bituminous Binder

The bituminous binder shall be applied at a temperature of 110°F to 180°F, and at the rate specified.

# C.8 Coarse Aggregate

- Stockpiling and loading methods shall permit ready identification of material and minimize segregation and contamination of the aggregate.
- The moisture content of the course aggregate shall be below 4% and maintained throughout the project.

- Coarse aggregate shall be spread uniformly without ridges or gaps at the specified rates
- Spreading of the aggregate shall be adjusted to produce a minimum of excess loose particles, shall provide complete coverage, and there shall be no "excessive" bleed-through after rolling.
- The spreading operation shall be accomplished in such a manner that neither the tires of trucks nor the spreader come into contact with the newly applied bituminous material

# **C.9** Material Application Rates

# Aggregate Application Rate Pounds per Square Yard

| Application Type | <b>Application</b> | <b>Tolerance</b>     |
|------------------|--------------------|----------------------|
| Scrub Seal       | 23                 | In Field Adjustments |

# **Binder Application Rate Gallons per Square Yard**

| Application Type | <b>Application</b> | <u>Tolerance</u> |
|------------------|--------------------|------------------|
| Scrub Seal       | 0.30 - 0.40        | $\pm 0.05$       |

The supplier of the scrub seal binder shall determine the application rate for emulsion and aggregate based on the existing pavement condition and aggregate size. This information shall be reported to the engineer prior to beginning work and shall include an aggregate gradation on the job-specific materials.

# **C.10 Quality Control**

To measure compliance, the contractor shall use the methods described in this section:

- Aggregate Gradation
- Aggregate Moisture Content
- Yield Check on Bituminous Binder
- Temperature Check on Bituminous Binder

If the contractor's test results exceed any of the identified quality control tolerances, the engineer shall be immediately notified. The engineer will review the explanation and the corrective action taken by the contractor. Another test will be taken and if the results still exceed he quality control tolerance, placement shall stop. The contractor shall immediately notify the engineer, and identify the cause of the excessive deviation and detail corrective action necessary to bring the deficiency into compliance. The engineer will give approval prior to resuming work.

#### **C.11 Bituminous Binder**

The application rate shall not exceed a tolerance of  $\pm 0.05$  gallons per square yard from the specified rate, and within the temperature range as specified.

# **C.12** Course Aggregate

The aggregate shall be clean and uniform, and shall be within the gradation range as specified. Moisture content shall not exceed the tolerance as specified. Apply the aggregates at a minimum rate of 23.0 pounds per square yard. Take all precautions to minimize contamination of the aggregate. All stockpiles will be in place a minimum of 10 calendar days prior to seal coat operations to allow time to sample, test and accept the stockpile.

#### **D** Measurement

The department will measure Scrub Seal by the square yard, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.02Scrub SealSY

Payment is full compensation for preparing the surface; for furnishing, heating, and applying asphaltic material; for furnishing, drying or moistening, applying, and rolling the cover aggregate; for brooming, finishing, and maintaining the surface.

# 13. Fog Seal, SPV.0180.03.

# **A Description**

Construct a fog seal surface treatment as described in standard spec 475 and as hereinafter provided.

#### **B** Materials

# **B.1** Asphaltic Material

Provide CRS-2P or HFRS-2P, asphaltic material for fog seal. The CRS-2P and HFRS-2P, asphaltic material for fog sealing, shall meet the following requirements for the type and grade specified. Only Asphaltic Material supplied from a certified source is approved for use.

Emulsified asphalt compatibility with aggregate shall be verified prior to construction. This shall be done through documentation from material provider.

# **Emulsified Asphalt**

The emulsified asphalt shall meet the requirements of AASHTO M-316 subject to the following modification:

Polymer-modified cationic emulsified asphalt, (CRS-2P), and polymer-modified anionic emulsified asphalt, (HFRS-2P) shall be produced by using polymer modified base asphalt only. The use of Latex modification shall not be allowed. Any emulsion not meeting this requirement shall not be used.

#### **C** Construction

#### C.1 General

Construct fog seal to the width as shown in the plans or as specified by the engineer. Use asphaltic material of the type and grade the special provisions designate.

# **C.2 Road Surface Preparation**

Cover iron (manholes, gate valve covers, catch basins, sensors, etc.) to prevent adherence of the asphaltic material. Suitable covering includes plywood disks, sand, Kraft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic

# C.3 Application of Asphaltic Material for Fog Sealing

Fog seal completed chip sealed or scrub sealed areas, after sweeping and before placement of permanent pavement markings. Construct the fog seal as follows: Construct a 100 foot test strip. Review the application of diluted (1:1) asphaltic material and adjust the application rate as needed. Apply between 0.07 to 0.18 gallons per square yard, diluted. Apply the fog seal to minimize the amount of overspray. Do not allow traffic on the fog seal until it has cured.

#### **D** Measurement

The department will measure Fog Seal by the square yard, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0180.03 Fog Seal SY

Payment is full compensation for preparing the surface; for furnishing, heating, and applying emulsified asphaltic material; for finishing and maintaining the surface.

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 PROVISION 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

#### 440.3.5.2 Corrective Actions for Localized Roughness

Replace paragraph two with the following effective with the September 2016 letting:

(2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.

## 450.3.1.1.4 Recording Truck Loads

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

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
- (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.

#### 455.3.2.1 General

Replace paragraph one with the following effective with the December 2016 letting:

(1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.

#### 460.2.1 General

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

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

#### 460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2016 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

| ITEM                                | JMF LIMITS | WARNING LIMITS |
|-------------------------------------|------------|----------------|
| Percent passing given sieve:        |            |                |
| 37.5-mm                             | +/- 6.0    | +/- 4.5        |
| 25.0-mm                             | +/- 6.0    | +/- 4.5        |
| 19.0-mm                             | +/- 5.5    | +/- 4.0        |
| 12.5-mm                             | +/- 5.5    | +/- 4.0        |
| 9.5-mm                              | +/- 5.5    | +/- 4.0        |
| 2.36-mm                             | +/- 5.0    | +/- 4.0        |
| 75-µm                               | +/- 2.0    | +/- 1.5        |
| Asphaltic content in percent        | - 0.3      | - 0.2          |
| Air voids in percent <sup>[1]</sup> | +1.3/-1.0  | +1.0/-0.7      |
| VMA in percent <sup>[2]</sup>       | - 0.5      | - 0.2          |

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

#### 460.2.8.2.1.6 Job Mix Formula Adjustment

Replace paragraph one with the following effective with the December 2016 letting:

(1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

#### 460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2016 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
  - Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
  - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

### 460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2016 letting:

(1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

#### TABLE 460-3 MINIMUM REQUIRED DENSITY[1]

|                                       |       | PERCENT OF TARGET MAXIMUM DENSITY |                     |                    |
|---------------------------------------|-------|-----------------------------------|---------------------|--------------------|
| LOCATION                              | LAYER | MIXTURE TYPE                      |                     |                    |
|                                       |       | LT and MT                         | HT                  | SMA <sup>[5]</sup> |
| TRAFFIC LANES[2]                      | LOWER | 93.0 <sup>[3]</sup>               | 93.0 <sup>[4]</sup> |                    |
| TRAFFIC LANES                         | UPPER | 93.0                              | 93.0                |                    |
| SIDE ROADS,                           | LOWER | 93.0 <sup>3]</sup>                | 93.0 <sup>[4]</sup> |                    |
| CROSSOVERS,<br>TURN LANES, &<br>RAMPS | UPPER | 93.0                              | 93.0                |                    |
| SHOULDERS & APPURTENANCES             | LOWER | 91.0                              | 91.0                |                    |
|                                       | UPPER | 92.0                              | 92.0                |                    |

<sup>&</sup>lt;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.

#### 460.5.2.1 General

Replace paragraph six with the following effective with the December 2016 letting:

(6) If during a QV dispute resolution investigation the department discovers mixture with 1.5 > Va > 5.0 or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

## 460.5.2.3 Incentive for HMA Pavement Density

Replace paragraph one with the following effective with the December 2016 letting:

(1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

#### INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM
From -0.4 to 1.0 inclusive
From 1.1 to 1.8 inclusive
More than 1.8

\$0.40
\$0.80

<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.

<sup>[1]</sup> SMA pavements are not eligible for density incentive.

<sup>[2]</sup> The department will prorate the pay adjustment for a partial lot.

# 501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

#### 501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) 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.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

#### 501.2.6.2 Class C Ash

(1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

#### 501.2.6.3 Class F Ash

(2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

#### 502.3.7.8 Floors

Replace paragraph sixteen with the following effective with the September 2016 letting:

(16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

#### 503.3.2.1.1 Tolerances

<u>Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2"</u> effective with the December 2016 letting:

#### PRESTRESSED CONCRETE I-TYPE GIRDERS

#### 517.3.1.7.3 Epoxy System Intermediate and Protective Coats

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Mask the faying surfaces of bolted field splices and the top of the top flanges where welding the stud shear connectors during coat application. On all other areas including the outside surfaces of splice plates, ensure that the dry film thickness conforms to the following:
  - 1. For the white intermediate coat, 3.5 mils to 8 mils.
  - 2. For the protective coat, sufficient thickness to provide a uniform color and appearance but not less than 3 mil or more than 6 mils.

#### **Errata**

Make the following corrections to the standard specifications:

#### Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

#### 105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
  - 1. A concise description of the claim.
  - 2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
  - 3. Other facts the contractor relies on to support the claim.
  - 4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
  - 5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

#### 109.4.5.5.1 General

(2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book). Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

http://equipmentwatch.com/estimator/

#### 109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

(1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

 $HEER = [RAF \times ARA \times (R/176)] + HOC$ 

#### Where:

**HEER** = Hourly equipment expense rate.

**RAF** = EquipmentWatch regional adjustment factor.

**ARA** = EquipmentWatch age rate adjustment factor.

**R** = Current EquipmentWatch monthly rate.

**HOC** = EquipmentWatch estimated hourly operating cost.

(2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

#### 109.4.5.5.3 Hourly Equipment Stand-By Rate

(1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

 $HSBR = RAF \times ARA \times (R/176) \times (1/2)$ 

#### Where:

**HSBR** = Hourly stand-by rate.

**RAF** = EquipmentWatch regional adjustment factor.

**ARA** = EquipmentWatch age rate adjustment factor.

**R** = Current EquipmentWatch monthly rate.

(2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

#### 109.4.5.5.4 Hourly Outside-Rented Equipment Rate

(1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

#### HORER = HRI + HOC

Where:

**HORER** = Hourly outside-rented equipment rate

**HRI** = Hourly rental invoice costs prorated for the actual number of hours

that rented equipment is operated solely on force account work

**HOC** = EquipmentWatch hourly operating cost.

#### 109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
  - 1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
  - 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
    - The nature of the work.
    - The action of the elements.
    - Unforeseen difficulties encountered during prosecution of the work.
  - 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
  - 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
  - 5. All infringements of patents, trademarks, or copyrights.
  - 6. All other expenses incurred to complete and protect the work under the contract.

#### 204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

(1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

#### 657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

(1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

#### 657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

#### 657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

(1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

# **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

# **Non-discrimination Provisions**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

# **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# **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

## **Effective with February 2017 Letting**

# WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

### SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- **II.** Payroll Requirements
- **III.** Postings at the Site of the Work
- IV. Wage Rate Distribution
- V. Additional Classifications

# I. PREVAILING WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the 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 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein

Pursuant to Section 16.856 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 base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1
Last Monday in May
July 4
First Monday in September
Fourth Thursday in November
December 25
The day before if January 1. July

The day before if January 1, July 4 or December 25 falls on a Saturday, and

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, euclid 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.

## II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truckdrivers working on the project have been paid the prevailing wage rates for all workperformed under the contract required by Section 84.062 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 and accessible place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

#### IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

#### V. ADDITIONAL CLASSIFICATIONS

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 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:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170010 02/03/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.20 (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 2017. 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 01/06/2017 1 02/03/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

|                         | Rates    | Fringes |  |
|-------------------------|----------|---------|--|
| BRICKLAYER              | \$ 31.84 | 20.95   |  |
| BRWI0002-002 06/01/2016 |          |         |  |

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                         | Rates    | Fringes |  |
|-------------------------|----------|---------|--|
| BRICKLAYER              | \$ 37.04 | 19.70   |  |
| RPWT0002-005 06/01/2016 |          |         |  |

BRWI0002-005 06/01/2016

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,

FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|   | Rates  | Fringes                        |
|---|--|--------------------------------|
| CEMENT MASON/CONCRETE FINISHER  | .\$ 35.07                                      | 20.51                          |
| BRWI0003-002 06/01/2016   |  |                                |
| BROWN, DOOR, FLORENCE, KEWAUNEE,                                      | MARINETTE,                                     | AND OCONTO COUNTIES            |
|   | Rates  | Fringes                        |
| BRICKLAYER  | .\$ 32.22                                      | 20.57                          |
| BRWI0004-002 06/01/2016   |  |                                |
| KENOSHA, RACINE, AND WALWORTH CO                                      | UNTIES   |                                |
|   | Rates  | Fringes                        |
| BRICKLAYER  | .\$ 36.59                                      | 21.49                          |
| BRWI0006-002 06/01/2016   |  |                                |
| ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,       |  |                                |
|   | Rates  |                                |
|   | Naces  | Fringes                        |
| BRICKLAYER  |  | Fringes<br>19.75               |
| BRICKLAYER  |  | -                              |
|   | .\$ 33.04                                      | -                              |
| BRWI0007-002 06/01/2016   | .\$ 33.04                                      | -                              |
| BRWI0007-002 06/01/2016   | .\$ 33.04<br><br>IES<br>Rates                  | 19.75<br>                      |
| BRWI0007-002 06/01/2016  GREEN, LAFAYETTE, AND ROCK COUNT             | .\$ 33.04<br><br>IES<br>Rates                  | 19.75<br>Fringes               |
| BRWI0007-002 06/01/2016  GREEN, LAFAYETTE, AND ROCK COUNT  BRICKLAYER | .\$ 33.04<br><br>IES<br>Rates<br>.\$ 33.54     | 19.75 Fringes 20.95            |
| BRWI0007-002 06/01/2016  GREEN, LAFAYETTE, AND ROCK COUNT  BRICKLAYER | .\$ 33.04<br><br>IES<br>Rates<br>.\$ 33.54     | 19.75 Fringes 20.95            |
| BRWI0007-002 06/01/2016  GREEN, LAFAYETTE, AND ROCK COUNT  BRICKLAYER | .\$ 33.04  IES  Rates .\$ 33.54   AND WAUKESHA | 19.75 Fringes 20.95 A COUNTIES |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 32.22 20.57

BRWI0019-002 06/01/2015

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER              | \$ 31.36 | 16.51   |
| BRWI0034-002 06/01/2015 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |  |
|-------------------------|----------|---------|--|
| BRICKLAYER              | \$ 32.86 | 17.22   |  |
| CARP0087-001 07/01/2012 |          |         |  |

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

|                           | Rates    | Fringes |  |
|---------------------------|----------|---------|--|
| Carpenter & Piledrivermen | \$ 33.34 | 16.73   |  |
| CARP0252-002 07/02/2012   |          |         |  |

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

|  | $\Gamma$ |  |
|--|----------|--|
|  |          |  |

| CARPENTER\$  | 30.48 | 15.80 |
|--------------|-------|-------|
| MILLWRIGHT\$ | 32.11 | 15.80 |
| PILEDRIVER\$ | 30.98 | 15.80 |
|              |       |       |

CARP0252-010 07/02/2012

#### ASHLAND COUNTY

|             | Rates    | Fringes |  |
|-------------|----------|---------|--|
| Carpenters  |          |         |  |
| Carpenter   | \$ 30.48 | 15.80   |  |
| Millwright  | \$ 32.11 | 15.80   |  |
| Pile Driver | \$ 30.98 | 15.80   |  |
|             |          |         |  |

CARP0264-003 06/01/2008

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

|           | Rates                                   | Fringes |
|-----------|---|---------|
| CARPENTER | \$ 30.52                                | 14.41   |
|           | . – – – – – – – – – – – – – – – – – – – |         |

<sup>\*</sup> CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|                         | Rates     | Fringes |
|-------------------------|-----------|---------|
| CARPENTER               | .\$ 34.57 | 18.16   |
| CARP2337-001 06/01/2008 |           |         |

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

|               | Rates    | Fringes |   |
|---------------|----------|---------|---|
|               |          |         |   |
| PILEDRIVERMAN |          |         |   |
| Zone A        | \$ 27.25 | 19.46   |   |
| Zone B        | \$ 24.47 | 19.46   |   |
|               |          |         | _ |
|               |          |         |   |

ELEC0014-002 05/30/2016

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN

Rates Fringes

Electricians:.....\$ 32.00 19.28

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ELEC0014-007 05/30/2016

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician......\$ 24.35 13.15

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).

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ELEC0127-002 06/01/2016

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 37.71 30%+10.02

ELEC0158-002 05/30/2016

BROWN, 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

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

|  | Rates  | Fringes   |
|--|--|---|
| Electricians:  | .\$ 36.50                                      | 20.39   |
| ELEC0219-004 06/01/2015  |  |   |
| FLORENCE COUNTY (Townships of Au<br>Florence and Homestead) AND MARI<br>Niagara)   |  |   |
|  | Rates  | Fringes   |
| Electricians:  Electrical contracts over \$180,000  Electrical contracts under \$180,000   |  | 18.34<br>18.26  |
| DOUGLAS COUNTY   |  |   |
|  | Rates  | Fringes   |
| Electricians:  | .\$ 34.92                                      | 25.05   |
| ELEC0388-002 06/01/2013  |  |   |
| ADAMS, CLARK (Colby, Freemont, L<br>Sherwood, Unity), FOREST, JUNEA<br>MARINETTE (Beecher, Dunbar, Good<br>West of a line 6 miles West of t<br>County), ONEIDA, PORTAGE, SHAWAN<br>AND WOOD COUNTIES | U, LANGLADE,<br>man & Pembine<br>he West bound | LINCOLN, MARATHON,<br>), MENOMINEE (Area<br>ary of Oconto |
|  | Rates  | Fringes   |
| Electricians:  |  | 4.85% + 9.70  |
| ELEC0430-002 06/01/2016  |  |   |
| RACINE COUNTY (Except Burlington   | Township)                                      |   |
|  | Rates  | Fringes   |
| Electricians:  | .\$ 36.07                                      | 21.84   |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

ELEC0494-005 06/01/2016

|               | Rates    | Fringes |  |
|---------------|----------|---------|--|
| Electricians: | \$ 36.01 | 24.00   |  |

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ELEC0494-006 06/01/2014

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |  |
|-------------------------|----------|---------|--|
| Electricians:           | \$ 29.64 | 20.54   |  |
| ELEC0494-013 06/01/2015 |          |         |  |

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

| Į.                     | 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

TT DC0577 002 05 /20 /2016

#### ELEC0577-003 05/30/2016

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

|  | Rates                            | Fringes  |
|--|----------------------------------|--|
| Electricians:\$  | 30.68                            | 17.28  |
| ELEC0890-003 06/01/2016  |                                  |  |
| DODGE (Emmet Township only), GREEN RACINE (Burlington Township), ROCK  |                                  |  |
|  | Rates                            | Fringes  |
| Electricians:\$  |                                  | 26.10% + \$10.56   |
| ELEC0953-001 07/01/2015  |                                  |  |
|  | Rates                            | Fringes  |
| Line Construction:  (1) Lineman  | 40.03<br>33.71<br>26.78<br>24.86 | 32% + 5.00<br>32% + 5.00<br>32% + 5.00<br>14.11<br>13.45 |
| (6) Groundsman\$   |                                  | 32% + 5.00   |
| ENGI0139-005 06/01/2016  |                                  |  |
|  | Rates                            | Fringes  |
| Power Equipment Operator  Group 1  | 38.77<br>38.27<br>38.01<br>37.72 | 21.80<br>21.80<br>21.80<br>21.80<br>21.80<br>21.80       |
| HAZARDOUS WASTE PREMIUMS:  EPA Level "A" protection - \$3.00 p  EPA Level "B" protection - \$2.00  EPA Level "C" protection - \$1.00 p  POWER EQUIPMENT OPERATORS CLASSIFI | per hour<br>er hour              | r  |
|  |                                  |  |

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.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (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 & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator 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 Tender.

GROUP 6: Off-road material hauler with or without ejector.

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BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

|                               | Rates      | Fr        | inges |       |
|-------------------------------|------------|-----------|-------|-------|
| IRONWORKER                    | \$ 30.86   |           | 25.42 | 2     |
| Paid Holidays: New Year's Day | , Memorial | Day, July | 4th,  | Labor |

Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

|   | Rates          | Fringes        |
|---|----------------|----------------|
| IRONWORKER  | \$ 33.15       | 25.42          |
| Paid Holidays: New Year's Day<br>Day, Thanksgiving Day & Christ | <del>-</del> - | uly 4th, Labor |

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER              | \$ 32.85 | 21.84   |
| IRON0498-005 06/01/2008 |          |         |

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

|                         | Rates     | Fringes |
|-------------------------|-----------|---------|
| IRONWORKER              | .\$ 34.34 | 25.72   |
| IRON0512-008 05/01/2015 |           |         |

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| IRONWORKER                | \$ 35.50 | 23.45   |
| TDONOF12 021 05 /01 /2015 |          |         |

IRON0512-021 05/01/2015

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

|            | Rates    | Fringes |
|------------|----------|---------|
| IRONWORKER | \$ 31.04 | 23.45   |
|            |          |         |

LABO0113-002 06/01/2016

#### MILWAUKEE AND WAUKESHA COUNTIES

|         | I   | Rates | Fringes |
|---------|-----|-------|---------|
| LABORER |     |       |         |
| Group   | 1\$ | 27.51 | 20.35   |
| _       | 2\$ |       | 20.35   |
| Group   | 3\$ | 27.86 | 20.35   |
| Group   | 4\$ | 28.01 | 20.35   |
| Group   | 5\$ | 28.16 | 20.35   |
| Group   | 6\$ | 24.00 | 20.35   |

#### LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2016

#### OZAUKEE AND WASHINGTON COUNTIES

|         | I   | Rates | Fringes |
|---------|-----|-------|---------|
| LABORER |     |       |         |
| Group   | 1\$ | 26.76 | 20.35   |
| Group   | 2\$ | 26.86 | 20.35   |
| Group   | 3\$ | 26.91 | 20.35   |
| Group   | 4\$ | 27.11 | 20.35   |
| Group   | 5\$ | 26.96 | 20.35   |
| Group   | 6\$ | 23.85 | 20.35   |

#### LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/01/2016

#### KENOSHA AND RACINE COUNTIES

|         | I   | Rates | Fringes |
|---------|-----|-------|---------|
| LABORER |     |       |         |
| Group   | 1\$ | 26.57 | 20.35   |
| Group   | 2\$ | 26.72 | 20.35   |
| Group   | 3\$ | 26.92 | 20.35   |
| Group   | 4\$ | 26.89 | 20.35   |
| Group   | 5\$ | 27.22 | 20.35   |

Group 6.....\$ 23.71 20.35

#### LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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#### LABO0140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|         | F   | Rates | Fringes |
|---------|-----|-------|---------|
|         |     |       |         |
| LABORER |     |       |         |
| Group   | 1\$ | 30.67 | 16.55   |
| Group   | 2\$ | 30.77 | 16.55   |
| Group   | 3\$ | 30.82 | 16.55   |
| Group   | 4\$ | 31.02 | 16.55   |
| Group   | 5\$ | 30.87 | 16.55   |
| Group   | 6\$ | 27.30 | 16.55   |

#### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LABO0464-003 06/01/2016

DANE COUNTY

|         |     | Rates | Fringes |
|---------|-----|-------|---------|
| LABORER |     |       |         |
| Group   | 1\$ | 30.95 | 16.41   |
| Group   | 2\$ | 31.05 | 16.41   |
| Group   | 3\$ | 31.10 | 16.41   |
| Group   | 4\$ | 31.30 | 16.41   |
| Group   | 5\$ | 31.15 | 16.41   |
| Group   | 6\$ | 27.30 | 16.41   |

#### LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

| GROUP 4: Line and Grade Specialist  |                    |
|---|--------------------|
| GROUP 5: Blaster; Powderman   |                    |
|   |                    |
| GROUP 6: Flagperson and Traffic Control Person  | on                 |
| * PAIN0106-008 05/02/2016   |                    |
| ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNT   | IES                |
| Rates   | Fringes            |
| Painters:   |                    |
| New: Brush, Roller\$ 29.86  | 16.35              |
| Spray, Sandblast, Steel\$ 30.46 Repaint:  | 16.35              |
| Brush, Roller\$ 28.36   | 16.35              |
| Spray, Sandblast, Steel\$ 28.96   | 16.35<br>          |
| PAIN0108-002 06/01/2016   |                    |
| RACINE COUNTY   |                    |
| Rates   | Fringes            |
| Painters:   | 10 50              |
| Brush, Roller\$ 32.74<br>Spray & Sandblast\$ 33.74  | 18.70<br>18.70     |
| PAIN0259-002 05/01/2008   |                    |
| BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PI<br>SAWYER, ST. CROIX, AND WASHBURN COUNTIES | ERCE, POLK, RUSK,  |
| Rates   | Fringes            |
| PAINTER\$ 24.11   |                    |
|   | 12.15              |
| PAIN0259-004 05/01/2015   | 12.15              |
| PAIN0259-004 05/01/2015  BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE VERNON COUNTIES    |                    |
| BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE   |                    |
| BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE<br>VERNON COUNTIES                          | , TREMPEALEAU, AND |

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

PAIN0781-002 06/01/2016

|   | Rates                                     | Fringes  |
|---|---|--|
| Painters: Bridge Brush Spray & Sandblast  | \$ 30.07                                  | 22.19<br>22.19<br>22.19                                      |
| PAIN0802-002 06/01/2016   |   |  |
| COLUMBIA, DANE, DODGE, GRANT, G<br>ROCK, AND SAUK COUNTIES  | REEN, IOWA,                               | LAFAYETTE, RICHLAND,   |
|   | Rates                                     | Fringes  |
| PAINTER Brush   | \$ 27.50                                  | 17.72  |
| PREMIUM PAY: Structural Steel, Spray, Brid hour.  | ges = \$1.0                               | 00 additional per  |
| PAIN0802-003 06/01/2016   |   |  |
| ADAMS, BROWN, CALUMET, CLARK, D<br>LAKE, IRON, JUNEAU, KEWAUNEE, L<br>MARATHON, MARINETTE, MARQUETTE,<br>OUTAGAMIE, PORTAGE, PRICE, SHAW<br>WAUSHARA, WAUPACA, WINNEBAGO, A | ANGLADE, LII<br>MENOMINEE,<br>ANO, SHEBOY | NCOLN, MANITOWOC,<br>OCONTO, ONEIDA,<br>YGAN, TAYLOR, VILAS, |
|   | Rates                                     | Fringes  |
| PAINTER   | \$ 24.39                                  | 11.72  |
| PAIN0934-001 06/01/2016   |   |  |
| KENOSHA AND WALWORTH COUNTIES   |   |  |
|   | Rates                                     | Fringes  |
| Painters: Brush   | \$ 33.74                                  | 18.70<br>18.70<br>18.70                                      |
| PAIN1011-002 06/01/2016   |   |  |

FLORENCE COUNTY

Rates Fringes

| Painters: | \$ 24.56 | 11.93 |
|-----------|----------|-------|
|           |          |       |

PLAS0599-010 06/01/2016

| :  | Rates          | Fringes                          |
|--|----------------|----------------------------------|
| CEMENT MASON/CONCRETE FINISHER Area 1\$ Area 2 (BAC)\$ Area 3\$ Area 4\$ | 35.07<br>35.61 | 17.17<br>19.75<br>19.40<br>20.51 |
| Area 5\$ Area 6\$  | 36.27          | 18.73<br>22.99                   |

#### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

#### AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2016

|  | Rates     | Fringes |
|--|-----------|---------|
| TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids Dumptor & Articulated, | .\$ 26.63 | 19.85   |
| Truck Mechanic   | .\$ 26.78 | 19.85   |
| WELL DRILLER   | .\$ 16.52 | 3.70    |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

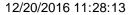
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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# Proposal Schedule of Items

Page 1 of 3

Proposal ID: 20170314029 Project(s): 1520-05-60, 1530-05-60, 1630-00-

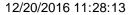
60, 7150-00-60, 7210-00-60

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0010                       | 213.0100<br>Finishing Roadway (project) 01. 1520-<br>05-60                   | 1.000<br>EACH                        | ·          | <u> </u>   |
| 0020                       | 213.0100<br>Finishing Roadway (project) 02. 1530-<br>05-60                   | 1.000<br>EACH                        |            | ·          |
| 0030                       | 213.0100<br>Finishing Roadway (project) 03. 1630-<br>00-60                   | 1.000<br>EACH                        | ·          |            |
| 0040                       | 213.0100<br>Finishing Roadway (project) 04. 7150-<br>00-60                   | 1.000<br>EACH                        | ·          | ·          |
| 0050                       | 213.0100<br>Finishing Roadway (project) 05. 7210-<br>00-60                   | 1.000<br>EACH                        |            |            |
| 0060                       | 618.0100  Maintenance And Repair of Haul Roads (project) 01. 1520-05-60      | 1.000<br>EACH                        | ·          | ·          |
| 0070                       | 618.0100  Maintenance And Repair of Haul Roads (project) 02. 1530-05-60      | 1.000<br>EACH                        |            | ·          |
| 0800                       | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 03. 1630-00-60 | 1.000<br>EACH                        | ·          |            |
| 0090                       | 618.0100  Maintenance And Repair of Haul Roads (project) 04. 7150-00-60      | 1.000<br>EACH                        |            | ·          |
| 0100                       | 618.0100  Maintenance And Repair of Haul Roads (project) 05. 7210-00-60      | 1.000<br>EACH                        |            | ·          |
| 0110                       | 619.1000<br>Mobilization   | 1.000<br>EACH                        |            |            |
| 0120                       | 628.7015<br>Inlet Protection Type C  | 25.000<br>EACH                       |            |            |
| 0130                       | 634.0612<br>Posts Wood 4x6-Inch X 12-FT                                      | 8.000<br>EACH                        |            |            |
| 0140                       | 634.0614<br>Posts Wood 4x6-Inch X 14-FT                                      | 264.000<br>EACH                      |            |            |







Proposal Schedule of Items

Page 2 of 3

Proposal ID: 20170314029

Project(s): 1520-05-60, 1530-05-60, 1630-00-

60, 7150-00-60, 7210-00-60

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal<br>Line<br>Number | Item ID  Description                                 | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0150                       | 634.0616<br>Posts Wood 4x6-Inch X 16-FT              | 458.000<br>EACH                      |            |            |
| 0160                       | 634.0618<br>Posts Wood 4x6-Inch X 18-FT              | 49.000<br>EACH                       |            |            |
| 0170                       | 634.0620<br>Posts Wood 4x6-Inch X 20-FT              | 6.000<br>EACH                        |            |            |
| 0180                       | 637.2210<br>Signs Type II Reflective H               | 3,514.230<br>SF                      | ·          | ·          |
| 0190                       | 637.2230<br>Signs Type II Reflective F               | 1,508.750<br>SF                      | ·          |            |
| 0200                       | 638.2602<br>Removing Signs Type II                   | 703.000<br>EACH                      | ·          | ·          |
| 0210                       | 638.3000<br>Removing Small Sign Supports             | 698.000<br>EACH                      | ·          | ·          |
| 0220                       | 643.0100<br>Traffic Control (project) 01. 1520-05-60 | 1.000<br>EACH                        | ·          | ·          |
| 0230                       | 643.0100<br>Traffic Control (project) 02. 1530-05-60 | 1.000<br>EACH                        | ·          | ·          |
| 0240                       | 643.0100<br>Traffic Control (project) 03. 1630-00-60 | 1.000<br>EACH                        | ·          |            |
| 0250                       | 643.0100<br>Traffic Control (project) 04. 7150-00-60 | 1.000<br>EACH                        | ·          | ·          |
| 0260                       | 643.0100<br>Traffic Control (project) 05. 7210-00-60 | 1.000<br>EACH                        | ·          |            |
| 0270                       | 646.0103 Pavement Marking Paint 4-Inch               | 947,300.000<br>LF                    | ·          |            |
| 0280                       | 646.0123 Pavement Marking Paint 8-Inch               | 2,580.000<br>LF                      |            |            |
| 0290                       | 646.0600<br>Removing Pavement Markings               | 952,800.000<br>LF                    |            |            |
| 0300                       | 647.0166 Pavement Marking Arrows Epoxy Type 2        | 1.000<br>EACH                        |            |            |
| 0310                       | 647.0196 Pavement Marking Arrows Epoxy Type 5        | 2.000<br>EACH                        |            |            |



# Proposal Schedule of Items

Page 3 of 3

Proposal ID: 20170314029

Project(s): 1520-05-60, 1530-05-60, 1630-00-

60, 7150-00-60, 7210-00-60

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal<br>Line<br>Number | Item ID  Description                                     | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|--|--------------------------------------|------------|-------------|
| 0320                       | 647.0356 Pavement Marking Words Epoxy                    | 1.000<br>EACH                        |            |             |
| 0330                       | 647.0566 Pavement Marking Stop Line Epoxy 18-Inch        | 67.000<br>LF                         |            | ·           |
| 0340                       | 647.0726 Pavement Marking Diagonal Epoxy 12-Inch         | 45.000<br>LF                         | ·          |             |
| 0350                       | 647.0955<br>Removing Pavement Markings Arrows            | 3.000<br>EACH                        |            |             |
| 0360                       | 647.0965 Removing Pavement Markings Words                | 1.000<br>EACH                        | ·          |             |
| 0370                       | 648.0100<br>Locating No-Passing Zones                    | 61.820<br>MI                         |            |             |
| 0380                       | 649.0402<br>Temporary Pavement Marking Paint 4-<br>Inch  | 75,895.000<br>LF                     |            | ·           |
| 0390                       | 649.2102<br>Temporary Raised Pavement Markers<br>Type II | 82,100.000<br>EACH                   | ·          | <del></del> |
| 0400                       | SPV.0180<br>Special 01. Chip Seal                        | 225,500.000<br>SY                    |            |             |
| 0410                       | SPV.0180<br>Special 02. Scrub Seal                       | 699,900.000<br>SY                    |            |             |
| 0420                       | SPV.0180<br>Special 03. Fog Seal                         | 1,104,300.000<br>SY                  |            |             |
|                            | Section: 00  | 01                                   | Total:     |             |

Section: 0001 Total: \_\_\_\_\_.

Total Bid: \_\_\_\_\_.

# PLEASE ATTACH SCHEDULE OF ITEMS HERE