

City of Milwaukee
Official Project Notice #100

Kinnickinnic River Bike Trail

This Project is Federally Funded

The DBE Goal for this project is 8% WisDOT Certified

PROJECT NO. 1
Project I.D. 2984-24-70
Kinnickinnic River Bike Trail (S 6th – E Lincoln & E Maple – E Washington).
Milwaukee County

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Milwaukee County

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Project No 1

All bid prices must be entered in words and in numerals. In case of variation, the words will prevail.

NOTE: In case of discrepancy between the total indicated in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern. Any errors found in the total indicated shall be corrected, and the contract award shall be made to the lowest responsible bidder based on the corrected total.

IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

In submitting this bid, the bidder understands that the Commissioner of Public Works reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Public Works) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____, to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE

Rev. 10/06

Official Notice No. 100

Project No. 1

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

If a Corporation answer the following: Submitted by _____
Name of Bidder (person, firm or corporation)

Incorporated under laws of what state? _____ Telephone No. _____
Fax No. _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____
Address _____

(City, State, Zip Code)



(Manual signature required)

Signed per _____

Official Capacity _____

BID DATED _____ EBE Contractor Yes _____ No _____

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.



Signature _____

(Title, if any)

Subscribed and sworn to before me this
_____ day of _____, 20 _____

(Notary Signature)

Notary Public, _____ County

State of _____

My commission expires _____

City Of Milwaukee
Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 100
Project No. 1

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than Tuesday October 16, 2012 at 10:30 A.M.

IMPORTANT

This bid is your offer to perform or supply the subject matter under “DESCRIPTION” below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 100, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Your bid must meet the Detailed Specifications and the Plans for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also read the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

THIS PROJECT IS FEDERALLY FUNDED.

The DBE goal for Project ID 2984-24-70 (Kinnickinnic River Bike Trail (S 6th – E Lincoln & E Maple – E Washington) is 8% WISDOT Certified

Prior to awarding a contract, the City may require the bidder to produce evidence that they have preformed work of a similar size, scope and character in a satisfactory manner

CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO.100

Important Notice: The invitation to Bid, all bid documents and the Plans & Specifications for the projects listed will be available electronically to prospective bidders via <http://www.mpw.net/bids/docs/100-2012>. Any required addenda or responses related to the listed projects will be posted on said website. Bidders are encouraged to utilize this electronic method of obtaining bid documents as the Department of Public Works intends to solely use this method for future projects. As this time, however, a limited number of hard copies of the above documents will be available at the address listed below. IF YOU ONLY PRINT THE DOCUMENTS FROM THE WEBSITE AND WOULD LIKE YOUR COMPANY'S NAME PLACED ON THE PLAN HOLDERS' LIST, PLEASE CALL 414-286-3314.

Sealed bids will be opened on Tuesday, October 16, 2012 at 10:30 A.M. for the **Kinnickinnic River Bike Trail (S 6th – E Lincoln & E Maple – E Washington) Project.**

THIS PROJECT IS FEDERALLY FUNDED BY THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROGRAM.

PROJECT NO. 1: The contractor will install an asphaltic shared-use trail between S. 6th Ave and E. Lincoln Ave and between E. Maple St and E. Washington St; install a bike/pedestrian bridge over Chase Ave (STH 38); and all incidental items necessary to complete the work as shown in the plans and included in the specifications, proposal and contract.

Bid Security Required: Bond, Certified Check, Cashier's Check, or Cash to accompany bid: 10% of Contractor's Base Bid

Contract Completion Time: If the portion of the asphaltic shared-use path between E. Maple St and E. Washington Ave. is started, paving operations shall be completed by November 16, 2012. Embankments behind the abutments of Structure B-40-727 shall be placed in 2012. Any work on the pier of Structure B-40-727, including traffic control shall be completed prior to winter suspension. The remainder of the project shall be completed by August 30, 2013.

Liquidated Damages: as per section 108.11 of WISDOT Standard Specifications

DBE goal & commitment. The Disadvantaged Business Enterprise goal is 8% (WISDOT Certified). The contractor shall submit a completed "Commitment to Subcontract to DBE" with the bid package.

Affirmative action. The Contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

Affidavit of non-collusion. This project requires that an affidavit of non-collusion be incorporated as part of the proposal requirements provided to each prospective bidder. Failure to complete the sworn statement will make the bid non-responsive and not eligible for award considerations.

Wage scale. The bidders attention is called to the requirement that *applicable wage scale* contained in the contract documents must be adhered.

A CD with PDF files of the plans and project manual will be furnished to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail. CDs are sent via U.S. mail unless other arrangements are made by the contractor.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at <http://www.mpw.net/Pages/bids.html>

Signed:

GHASSAN KORBAN
Commissioner of Public Works

PUBLISH SIX (6) TIMES INSERTION WITHOUT FAIL, September 21st, 2012

B I D

City of Milwaukee
Department of Public Works
Room 501 - Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

(Bids Close: 10:30am Tuesday, October 16, 2012 Time and Date)

Submit bids to: City of Milwaukee
Department of Public Works **Contract Office**
Room 506, 841 North Broadway
Milwaukee, Wisconsin 53202.

The undersigned _____
(A Corporation) (A Partnership) (An Individual)
(use one)

of _____
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addenda's, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

For Construction of Asphaltic Shared-Use Path, Structures, etc.....

Kinnickinnic River Bike Trail (S 6th - E Lincoln & E Maple - E Washington)

ALL BIDS MUST BE TYPED OR PRINTED

GENERAL CONSTRUCTION CATEGORY 0010 ITEMS:

Item No.	Item Name	Quantity	Unit
201.0105	CLEARING	16	STA
(Bid in Figures)	\$ _____		STA
(Bid in Words)	\$ _____		STA
201.0120	CLEARING	6	ID
(Bid in Figures)	\$ _____		ID
(Bid in Words)	\$ _____		ID
201.0205	GRUBBING	16	STA
(Bid in Figures)	\$ _____		STA
(Bid in Words)	\$ _____		STA
202.0220	GRUBBING	6	ID
(Bid in Figures)	\$ _____		ID
(Bid in Words)	\$ _____		ID
204.0100	REMOVING PAVEMENT	255	SY
(Bid in Figures)	\$ _____		SY
(Bid in Words)	\$ _____		SY
204.0150	REMOVING CURB & GUTTER	190	LF
(Bid in Figures)	\$ _____		LF
(Bid in Words)	\$ _____		LF
204.0155	REMOVING CONCRETE SIDEWALK	215	SY
(Bid in Figures)	\$ _____		SY
(Bid in Words)	\$ _____		SY
204.0185	REMOVING MASONRY	2	CY
(Bid in Figures)	\$ _____		CY
(Bid in Words)	\$ _____		CY
204.0291.S	ABANDONING SEWERS	10	CY
(Bid in Figures)	\$ _____		CY
(Bid in Words)	\$ _____		CY

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205.0100	EXCAVATION COMMON	1770	CY
(Bid in Figures)	\$		CY
(Bid in Words)	\$		CY
205.0501.S	EXCAVATION, HAULING, AND DISPOSAL OF CREOSOTE CONTAMINATED RR TIES AND SOIL	470	TON
(Bid in Figures)	\$		TON
(Bid in Words)	\$		TON
208.0100	BORROW	3615	CY
(Bid in Figures)	\$		CY
(Bid in Words)	\$		CY
305.0110	BASE AGGREGATE DENSE 3/4-INCH	1030	TON
(Bid in Figures)	\$		TON
(Bid in Words)	\$		TON
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH	2750	TON
(Bid in Figures)	\$		TON
(Bid in Words)	\$		TON
415.0090	CONCRETE PAVEMENT 9-INCH	192	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
415.0310	CONCRETE ALLEY	57	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
416.0170	CONCRETE PAVEMENT 7-INCH	58	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
416.0610	DRILLED TIE BARS	100	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
416.0620	DRILLED DOWEL BARS	35	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
465.0105	ASPHALTIC SURFACE	1520	TON
(Bid in Figures)	\$		TON
(Bid in Words)	\$		TON
520.8000	CONCRETE COLLARS FOR PIPE	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH

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601.0205	CONCRETE GUTTER 24-INCH	60	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
601.0322	CONCRETE CURB & GUTTER 22-INCH	91	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
601.0331	CONCRETE CURB & GUTTER 31-INCH	150	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
602.0410	CONCRETE SIDEWALK 5-INCH	900	SF
(Bid in Figures)	\$		SF
(Bid in Words)	\$		SF
602.0505	CURB RAMP DETECTABLE WARNING FIELD	64	SF
(Bid in Figures)	\$		SF
(Bid in Words)	\$		SF
603.2132	CONCRETE BARRIER FIXED OBJECT PROTECTION TYPE S32	35	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
603.8000	CONCRETE BARRIER TEMPORARY PRECAST DELIVERED	250	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
603.8125	CONCRETE BARRIER TEMPORARY PRECAST INSTALLED	250	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
607.0108	STORM SEWER PIPE NON-REINFORCED CONC CLASS 1, 8-INCH	12	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
611.0642	INLET COVERS TYPE MS	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
611.3901	INLETS MEDIAN 1 GRATE	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
611.8110	ADJUSTING MANHOLE COVER	2	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH

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611.8115	ADJUSTING INLET COVER	3	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
614.0800	CRASH CUSHIONS PERMANENT	2	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
614.0905	CRASH CUSHIONS TEMPORARY	2	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
616.0700.S	SAFETY FENCE	150	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
619.1000	MOBILIZATION	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
624.0100	WATER	10	MGAL
(Bid in Figures)	\$		MGAL
(Bid in Words)	\$		MGAL
625.0500	SALVAGED TOPSOIL	9300	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
627.0200	MULCHING	9300	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
628.1104	EROSION BALES	110	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
628.1504	SILT FENCE	8000	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
628.1520	SILT FENCE MAINTENANCE	8000	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
628.1905	MOBILIZATIONS EROSION CONTROL	8	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH

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628.1910	MOBILIZATIONS EMERGENCY EROSION CONTORL	6	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
628.2004	EROSION MAT CLASS I TYPE B	3200	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
628.6510	SOIL STABILIZER TYPE B	0.7	ACRE
(Bid in Figures)	\$		ACRE
(Bid in Words)	\$		ACRE
628.7005	INLET PROTECTION TYPE A	2	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
628.7015	INLET PROTECTION TYPE C	20	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
628.7020	INLET PROTECTION TYPE D	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
628.7560	TRACKING PADS	6	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
629.0210	FERTILIZER TYPE B	6	CWT
(Bid in Figures)	\$		CWT
(Bid in Words)	\$		CWT
630.0120	SEEDING MIXTURE NO. 20	250	LB
(Bid in Figures)	\$		LB
(Bid in Words)	\$		LB
630.0200	SEEDING TEMPORARY	80	LB
(Bid in Figures)	\$		LB
(Bid in Words)	\$		LB
634.0412	POSTS WOOD 4X4-INCH X 12FEET	15	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
637.0202	SIGNS REFLECTIVE TYPE II	60.12	SF
(Bid in Figures)	\$		SF
(Bid in Words)	\$		SF

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643.0100	TRAFFIC CONTROL (2984-24-70)	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
643.0300	TRAFFIC CONTROL DRUMS	17600	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
643.0410	TRAFFIC CONTROL BARRICADES TYPE II	260	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
643.0420	TRAFFIC CONTROL BARRICADES TYPE III	1600	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
643.0705	TRAFFIC CONTROL WARNING LIGHTS TYPE A	3200	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
643.0715	TRAFFIC CONTROL WARNING LIGHTS TYPE C	7600	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
643.0800	TRAFFIC CONTROL ARROW BOARDS	420	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
643.0900	TRAFFIC CONTROL SIGNS	6000	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
643.1050	TRAFFIC CONTROL SIGNS PCMS	60	DAYS
(Bid in Figures)	\$		DAYS
(Bid in Words)	\$		DAYS
646.0106	PAVEMENT MARKING EPOXY 4-INCH	790	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
646.0126	PAVEMENT MARKING EPOXY 8-INCH	760	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
646.0600	REMOVING PAVEMENT MARKINGS	250	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF

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647.0726	PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	86	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
647.0776	PAVEMENT MARKING CROSSWALK EPOXY 12-INCH	56	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
649.0400	TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4 INCH	3000	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
649.0801	TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 8-INCH	20	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
649.1100	TEMPORARY PAVEMENT MARKING STOP LINE 18-INCH	20	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
650.4000	CONSTRUCTION STAKING STORM SEWER	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
650.4500	CONSTRUCTION STAKING SUBGRADE	7600	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
650.5000	CONSTRUCTION STAKING BASE	7540	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
650.5500	CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	119	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
650.6500.01	CONSTRUCTION STAKING STRUCTURE LAYOUT B-40-727	1	LS
(Bid in Figures)	\$		LS
(Bid in Words)	\$		LS
650.6500.02	CONSTRUCTION STAKING STRUCTURE LAYOUT R-40-411	1	LS
(Bid in Figures)	\$		LS
(Bid in Words)	\$		LS
650.7000	CONSTRUCTION STAKING CONCRETE PAVEMENT	70	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF

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650.9910	CONSTRUCTION STAKING SUPPLEMENTAL CONTROL	1	LS
(Bid in Figures)	\$		LS
(Bid in Words)	\$		LS
650.9920	CONSTRUCTION STAKING SLOPE STAKES	7490	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
690.0150	SAWING ASPHALT	123	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
690.0250	SAWING CONCRETE	425	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
SPV.0060.01	LOW CLEARANCE WARNING SYSTEM	4	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
SPV.0060.03	GATES CHAIN LINK 20-FT BLACK VINYL COATED	1	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
SPV.0060.04	ADJUSTING WATER BOXES	2	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
SPV.0090.02	FENCE CHAIN LINK 4-FT BLACK VINYL COATED	4239	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
SPV.0180.01	GEOTEXTILE FABRIC TYPE FF	210	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
Subtotal - General Construction			
(Bid in Figures)	\$		
(Bid in Words)	\$		

BRIDGE CATEGORY 0020 ITEMS:

206.1000	EXCAVATION FOR STRUCTURES BRIDGES B-40-727	1	LS
(Bid in Figures)	\$		LS
(Bid in Words)	\$		LS
210.0100	BACKFILL STRUCTURE	30	CY
(Bid in Figures)	\$		CY
(Bid in Words)	\$		CY
415.0410	CONCRETE PAVEMENT APPROACH SLAB	22	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
502.0100	CONCRETE MASONARY BRIDGES	67	CY
(Bid in Figures)	\$		CY
(Bid in Words)	\$		CY
505.0405	BAR STEEL REINFORCEMENT HS BRIDGES	3200	LB
(Bid in Figures)	\$		LB
(Bid in Words)	\$		LB
505.0605	BAR STEEL REINFORCEMENT HS COATED BRIDGES	67000	LB
(Bid in Figures)	\$		LB
(Bid in Words)	\$		LB
511.2105	PILING STEEL DELIVERED AND DRIVEN HP 10-INCH x 42 LB	680	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
516.0100	DAMPPROOFING	194	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
516.0500	RUBBERIZED MEMBRANE WATERPROOFING	10	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
604.0400	SLOPE PAVING CONCRETE	107	SY
(Bid in Figures)	\$		SY
(Bid in Words)	\$		SY
612.0406	PIPE UNDERDRAIN WRAPPED 6-INCH	140	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF

OFFICIAL NOTICE NO. 100

SPV.0035.01	HIGH PERFORMANCE CONCRETE MASONARY SUPERSTRUCTURE	250	CY
(Bid in Figures)	\$		CY
(Bid in Words)	\$		CY
SPV.0035.02	CELLULAR CONCRETE	880	CY
(Bid in Figures)	\$		CY
(Bid in Words)	\$		CY
SPV.0060.02	BEARINGS HIGH-LOAD MULTI-ROTATIONAL FIXED	2	EACH
(Bid in Figures)	\$		EACH
(Bid in Words)	\$		EACH
SPV.0085.01	POST-TENSIONING STRANDS	13960	LB
(Bid in Figures)	\$		LB
(Bid in Words)	\$		LB
SPV.0090.01	PREBORING STEEL PILING	96	LF
(Bid in Figures)	\$		LF
(Bid in Words)	\$		LF
SPV/0105.01	DECORATIVE RAILING BRIDGE	1	LS
(Bid in Figures)	\$		LS
(Bid in Words)	\$		LS
SPV.0105.02	DECORATIVE RAILING - MSE ABUTMENT WALL	1	LS
(Bid in Figures)	\$		LS
(Bid in Words)	\$		LS
SPV.0165.01	MSE ABUTMENT WALL	1265	SF
(Bid in Figures)	\$		SF
(Bid in Words)	\$		SF
SPV.0165.02	CONCRETE STAINING	7025	SF
(Bid in Figures)	\$		SF
(Bid in Words)	\$		SF
Subtotal - Bridge Construction			
(Bid in Figures)	\$		
(Bid in Words)	\$		
TOTAL ESTIMATE:			
(Bid in Figures)	\$		
(Bid in Words)	\$		

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____ (owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____ Signature of :

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met**.
- (A) The contractor, or a shareholder, officer or partner of the contractor:
- (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
- (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The City shall make the information contained in the affidavit available to the public. Any contract between the City and contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void. To reference Milwaukee Code of Ordinances 310-14, please see:

<http://cc-codenew.milwaukee.gov/code/volume3/ch310.pdf>

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2984-24-70 Kinnickinnic River Bike Trail, in the City of Milwaukee, Milwaukee 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, 2012 Edition, as published by the Wisconsin Department of Transportation, and as specified in The City of Milwaukee Street Construction Specifications, dated July 1, 1992 and these special provisions. In the event that there is a conflict between the State and the City's specifications, the State specifications are to be followed.

Whenever the terms, "department" or "engineer" appear in the standard specifications or in these special provisions, they shall be interpreted as meaning the City of Milwaukee or the city's designated representative.

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 (revised)

2. Scope of Work.

The work under this contract shall consist of removals, grading, base, asphaltic surface, concrete sidewalk, concrete driveway, storm sewer, pier protection, B-40-727, R-40-411, railroad tie disposal, erosion control, traffic control, fencing, pavement marking, signing 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 pre-construction 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.

A Schedule of Operations

The schedule of operations shall generally conform to the requirements described below, unless modifications are approved in writing by the engineer. The approximate schedule of operations is listed below:

Stage 1.	October 31, 2012 to December 14, 2012
Stage 2.	March 18, 2013 to August 30, 2013

This is a completion date contract with a completion date of August 30, 2013.

B Construction Operations

The Kinnickinnic River Bike Trail North, from East Maple Street to East Washington Street can be constructed independently from the Kinnickinnic River Bike Trail South and Structures B-40-727 and R-40-411.

If the contractor begins asphaltic surface paving on the Kinnickinnic River Bike Trail North in the fall of 2012, the paving must be completed by November 16, 2012.

If the contractor begins substructure work on the B-40-727 pier in the fall of 2012, the traffic control measures which include lane restrictions on South Chase Avenue and South First Street must be removed prior to any winter suspension.

The Kinnickinnic River Bike Trail South embankments behind the abutments of Structure B-40-727, Stations 16+00 to 19+46 and Stations 21+54 to 24+50, shall be constructed in the fall of 2012.

Access to the north trail from East Maple Street contains a steep hill with a grade steeper than ten percent. Contractor should visit the site prior to bidding.

The Kinnickinnic River Bike Trail South, from South Sixth Street to East Lincoln Avenue cannot be completed until Structures B-40-727 and R-40-411 are in place. All work on the Kinnickinnic River Bike Trail South must be complete by August 30, 2013.

South Chase Avenue, STH 38 will be utilized as a detour route between March 1, 2013 through June 25, 2013. For the duration of the detour route all four lanes of South Chase Avenue must remain open to through traffic with at least 14 feet – 6 inches of vertical clearance.

South Chase Avenue may be closed between midnight and 5:00 am. The contractor shall submit a road closure plan to the City of Milwaukee Department of Public Works for approval prior to the start of work.

Contractor must coordinate with Milwaukee Metropolitan Sewage District (MMSD) regarding removal of the temporary chain link fence installed as a part of their river bank restoration project.

Contractor must notify Jim Krieger and Timothy Dietrich of Canadian Pacific Railway by registered mail at least 10 days prior to the start of construction of the Kinnickinnic River Bike Trail North, from East Maple Street to East Washington Street. Contact information is as follows:

Mr. Timothy Dietrich	Jim Krieger
Track Maintenance Supervisor	Engineer Public Works
Canadian Pacific Railway	Canadian Pacific Railway
504 South Layton Boulevard	501 Marquette Avenue South - Suite 1510
Milwaukee WI 53215	Minneapolis, MN 55402
Office: (414) 389-3766	Office: (612) 904-5994
Fax: (414) 573-5189	Fax: (612) 904-6010
Email: timothy_dietrich@cpr.ca	Email: jim_krieger@cpr.ca

The Contractor shall obtain a schedule of all trains and shall comply with all rules and regulations requested by Canadian Pacific Railway.

The city shall be given a written copy of the required notification to both Mr. Dietrich and Mr. Krieger.

C Work Restrictions

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer, by the contractor, in writing three working days before performing such work.

Park equipment and store material only at work sites approved by the engineer. Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

Maintain access to all commercial and private properties along South Chase Avenue, East Lincoln Avenue, East Maple Street and East Washington Street at all times during the duration of this contract unless otherwise noted in the plan and except during construction of driveways.

Submit all traffic control change requests to the engineer at least 48 hours prior to an actual traffic control change. A request does not constitute approval.

4. Traffic.

General.

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Utilize flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Use drums and barricades to direct vehicular and pedestrian traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants.

Each barricade, sign or other traffic control device shall bear the name and telephone number for 24-hour emergency service, printed in letters at least 3/4 inches in height.

The contractor shall provide 24 hours-a-day availability of equipment and forces to expeditiously restore barricades, lights, signs or other traffic control devices that are damaged or disturbed, and in one case shall the elapsed time between the notification of damaged or disturbed devices and the restoration of the traffic control devices exceed two hours. The cost to maintain and restore the above items shall be considered incidental to the item of "Traffic Control" and no additional payment will be made to the contractor.

Do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Traffic control requirements are subject to change at the discretion of the engineer in the event of an emergency.

Emergency Vehicle Access

Maintain emergency vehicular access at all times to all through roadways located along the Kinnickinnic River Bike Trail, and South Chase Avenue, STH 38.

Local Vehicle Access

Maintain local vehicular access at all times to all driveways located along Kinnickinnic River Bike Trail, and the other side roads within the project limits unless otherwise noted in the plans. Notify the property occupant 5 days in advance of the driveway reconstruction to verify closure or staged driveway construction methods. Construct driveway approaches to commercial businesses in stages or provide temporary access such that access to commercial property is provided at all times during the life of the project. Temporary access may be constructed with base course at the contract unit price for Base Aggregate Dense 1 1/4-inch. Maintain at least one access to businesses at all times.

Advanced Notification

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

Local Street openings/closings	7 calendar days
Project Start	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

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

Staging

Perform construction operations on the Kinnickinnic River Bike Trail, and South Chase Avenue, STH 38 in stages as shown in the traffic control plans. The construction stages are as follows:

Stage 1

Keep all roadways within the project area open to through traffic except the median lanes on South Chase Avenue and the inside southbound lane of South First Street.

Remove the lane restrictions on South Chase Avenue and South First Street prior to any winter suspension.

The paving of the Kinnickinnic River Bike Trail North between East Maple Street Alley and East Washington Street will involve closing the outside parking lane the south side of East Washington Street.

Stage 2

Keep all roadways within the project area open to through traffic the inside southbound lane of South First Street and the outside parking lane on South Sixth Street and East Lincoln Avenue. On South Chase Avenue, STH 38, between March 1, 2013 through June 25, 2013 all four lanes of must be kept open to traffic for use as a detour route and the vertical clearance must be at least 14 feet – 6 inches. After the detour route is no longer in place the median lanes on South Chase Avenue can be closed to through traffic and the minimum vertical clearance can be as low as 13 feet – 6 inches.

The lanes on South Chase Avenue and the inside southbound lane of South First Street will be closed until completion of the superstructure of Structure B-40-727 and removal of the bridge false work.

Prior to starting construction of the bridge false work, install Low Clearance Warning devices and the advanced low clearance signing.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 38, South Chase Avenue traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

From noon Wednesday, November 21, 2012 to 6:00 AM Monday, November 26, 2012;

From noon Friday, December 21, 2012 to 6:00 AM Wednesday, December 26, 2012;

From noon Friday, December 28, 2012 to 6:00 AM Wednesday, January 2, 2013;

From noon Friday, May 24, 2013 to 6:00 AM Tuesday, May 28, 2013;

From noon Wednesday, July 3, 2013 to 6:00 AM Monday, July 8, 2013.

107-005 (20050502)

6. Utilities.

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

107-065 (20080501)

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this project as listed below. Coordinate construction activities with a call to Diggers hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work. Existing street light poles, hydrant and utility poles are to remain in place during construction. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between trees, hydrants and poles and the construction and paving equipment.

AT&T has an underground fiber optic line throughout the South Leg project limits. Between South Sixth Street and South Chase Avenue the fiber optic line is located south of the proposed trail and north of West Rosedale Avenue. This fiber optic line has already been relocated to accommodate construction of Structure B-40-727. Behind the east abutment is a vault containing additional cable at Station 22+02, 5' LT. Behind the west abutment is a vault at Station 18+95, 1' RT. Both of these vaults require adjustment by AT&T at their own expense, in conjunction with contractor's grading operations, the proposed grade is approximately 8 feet higher than the present elevation.

Contractor shall verify the location and depth of the fiber optic line with AT&T prior to beginning construction or pile driving operations. Contractor to protect the fiber optic line at all times during construction Contractor to coordinate with AT&T by contacting Don Dietsch, Project Manager with Northwind Technical Services, Phone: (262) 646-5602 Mobile: (414) 651-2862. This fiber optic line will remain in place without adjustment except for the aforementioned vaults.

AT&T also has two underground lines along the north side of West Rosedale Avenue approximately 4 and 9 feet behind the north curb line. There is a pullbox in close proximity to the proposed bike trail at Station 4+14, 7' RT. This pullbox may have to be adjusted by AT&T at their own expense, in coordination with the contractor's operations. These facilities will remain in place without adjustment except for the aforementioned pullbox.

Canadian Pacific Railway Company maintains fiber optic and signal facilities throughout the railway system. Contractor must contact CPR “one-call” at 1-888-625-9702 for cable locations at least five working days before any work is performed. The railway company will determine if fiber optic or other type of cable is buried in the general work location. If present, contact the owner of the fiber optic or cable line to determine its exact location. These fiber optic and signal facilities will remain in place without adjustment.

City of Milwaukee- Communication has an underground Traffic & Electrical Services (TES) line in the median of South Chase Avenue approximately 4 feet west of the centerline. The city will relocate this facility around the proposed median pier. The remaining facilities will remain in place without adjustment.

City of Milwaukee –Communication also has underground lines behind the curbs along the north side of West Rosedale Avenue, along the south side of East Lincoln Avenue and the north side of East Washington Street. These facilities will remain in place without adjustment.

City of Milwaukee –Street Lighting also has underground lines behind the curbs along the north side of West Rosedale Avenue, through the median on South Chase Avenue, along the south side of East Lincoln Avenue and the north side of East Washington Street. These facilities will remain in place without adjustment. See the article City Street Lighting in these specifications for coordination and contact information with City of Milwaukee Street Lighting personnel.

City of Milwaukee – Sewer has an 18-inch storm sewer under the southbound lanes of South Chase Avenue approximately 23 feet west of the roadway centerline. The city also has a 10-foot by 5-foot box storm sewer approximately 15 to 35 feet east of the east right-of-way line. This box sewer will be under the proposed east abutment wall R-40-411 as shown on the plans. These facilities will remain in place without adjustment.

City of Milwaukee - Water has a 30-inch water main running north and south in South Chase Avenue approximately 15 feet east of the roadway centerline. A 6-inch water main is also located under the northbound lanes of South Chase Avenue approximately 37 feet east of the roadway centerline. These facilities will remain in place without adjustment except for a water service box and a water valve box on South Chase Avenue that will require adjustments by the contractor as a part of this contract. See the article on Adjusting Water Boxes in these specifications for contact information.

Metropolitan Milwaukee Sewage District (MMSD) has a 72-inch interceptor sewer located under the southbound lanes of South Chase Avenue approximately 11 feet west of the roadway centerline. This facility will remain in place without adjustment.

MMSD also has a 30-inch interceptor sewer running north and south, west of South Chase Avenue, approximately 15 feet west of the west right-of-way line. This facility

will remain in place without adjustment. Preboring of the steel piling is required at the west abutment prior to driving the steel piling.

Time Warner Cable has an underground line along the north side of West Rosedale Avenue approximately 12 feet behind the north curb line. There is also a vault at the northeast corner of South 6th Street and West Rosedale Avenue. This facility will be under the proposed trail except for the vault which will match the trail and be exposed. These facilities will remain in place without adjustment.

We Energies – Electric has a line approximately 55 feet north of the Chase Avenue bridge. This facility will remain in place without adjustment.

We Energies- Electric also has an overhead pole line along the south side of East Lincoln Avenue behind the curb line. These facilities will remain in place without adjustment.

We Energies –Gas has a 6-inch gas line crossing South Chase Avenue approximately 40 feet south of the Chase Avenue bridge. This facility will remain in place without adjustment.

We Energies –Gas also has a 16-inch gas line under the south sidewalk on East Lincoln Avenue approximately 4 feet north of the south right-of-way line of East Lincoln Avenue. This facility will remain in place without adjustment.

7. Railroad Insurance and Coordination.

A Description.

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company, d/b/a Canadian Pacific Railway Company property and any existing tracks

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Soo Line Railroad Company, d/b/a Canadian Pacific Railway Company.

Notify evidence of the required coverage, and duration to Canadian Pacific Railway Company at 501 Marquette Avenue South - Suite 1510, Minneapolis, MN 55402 Telephone 612-904-5994. Include the following information on the insurance document:

Project Id 2984-24-70

Route Name Kinnickinnic River Bike Trail, Milwaukee County

Railroad Subdivision C & M Subdivision

Railroad Milepost 83.6

A.2 Work by Railroad

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

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

Contact Jim Krieger, Manager Public Works, 501 Marquette Avenue South - Suite 1510, Minneapolis, MN 55402, Telephone 612-904-5994, Fax 612-904-6010, jim_krieger@cpr.ca, for consultation on railroad requirements during construction.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 16 passenger trains and 24-26 through freight trains operate daily through the construction site. Passenger trains operate at up to 40 mph. Through freight trains operate at up to 25 mph. In addition to through movements, there are switching movements at slower speeds.

B Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in subsection 107.17.1 are not maintained during construction operations. The contractor shall bear all costs of the railroad flagging.

8. Hauling Restrictions.

Supplement 107.2 of the standard specifications with the following:

Five business days in advance of any proposed hauling on local streets, present the proposed haul route plan to the City of Milwaukee, to the attention of Mr. Jeff Polenske (414) 286-2400. The haul route submittal shall include the months, days of the week, time of day, number of trucks, types of trucks and the maximum loads of trucks anticipated to accomplish the project work.

The City of Milwaukee will review the submittal and issue a hauling permit or provide a letter with comments and proposed revisions to the contractor within 5 business days of its receipt. Provide copies of the approval to the engineer prior to hauling on local streets. At all times conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

9. Environmental Protection and Erosion Control.

Supplement subsection 107.18 of the standard specifications with the following:

Take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curbs and gutters, and at other locations as

determined by the engineer. Protect storm drain inlets and manholes at locations determined by the engineer with a filter fabric or equivalent barrier meeting accepted design criteria, standards, and specifications.

If dewatering is required, pump the water removed into a settling basin before it is allowed to reenter the storm/combined sewer system. The cost of settling basin(s) construction will be paid for as erosion bales and geotextile fabric Type FF. Maintenance, operation and removal of temporary settling basin(s) will be incidental to the cost of constructing the settling basin(s). It will not be paid for separately. The design of settling basin(s) shall be approved by the engineer.

Do not store equipment or material in areas that are within ten feet of wetlands or existing waterways.

Do not use fertilizer in areas that are within ten feet of wetlands or existing waterways.

Place stockpiled spoil material on an upland site an adequate distance from the stream and any open water created by excavation. Install silt fence between the spoil pile and excavation site and between any disturbed area and the waterway. Seed and mulch, or sod all disturbed areas as designated in the plans as soon as possible following construction. Leave the silt fence in place until the seeded area has produced sufficient grass cover to stabilize the area and thereby reduce the danger of site erosion.

Store all containers (drums of concrete curing agents, petroleum storage tanks, pressurized gas cylinders, etc.) in secure locations to avoid an attractive nuisance and to prevent vandalism, spills, and unwanted dumping. If abandoned containers are found, notify Mike Thompson, DNR (414) 263-8648 or the DNR Hotline (24hrs/day) (800) 943-0003 to report the incident.

Supplement subsection 107.20 of the standard specifications with the following:

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the pre-construction conference for approval by the city. Submit the ECIP to Yance Mati at the city, 841 North Broadway, Room 710. The city shall review the ECIP for meeting technical standards and notify the contractor if the plan meets the standard within 7 working days. Work may not proceed until the ECIP is approved. The contractor shall be required to have a copy of the approved ECIP on the job site for the duration of the contract.

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

Topsoil graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Seed and mulch, and fertilize all topsoiled areas within seven calendar days after placement of salvaged topsoil.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap.

Construct temporary sediment traps at locations that do not interfere with construction operations.

Replace subsection 107.20(3) of the standard specifications with the following:

Prepare and submit an Erosion Control Implementation Plan (ECIP) for the project, including borrow sites and material disposal sites, in accordance to Chapter TRANS 401 requirements. The ECIP shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan shall identify how the contractor intends to implement the project's erosion control plan. The erosion control plan shall include details for the methods of debris containment devices required.

10. Public Convenience and Safety.

Revise subsection 107.8(6) of the standard specifications as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

11. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

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

12. Notice to Contractor – Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include Fond du Lac, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Washington and Waukesha counties.

Supplement subsection 201.3 of the standard specifications with the following:

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus sp.*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees species attacked by emerald ash borer include the following:

Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.

Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.

White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter.

Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

ATCP 21.17 Emerald ash borer; import controls and quarantine.

Importing or Moving Regulated Items from Infested Areas; Prohibition.

Except as provided in subparagraph (3), no person may do any of the following:

- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. subsection (1) applies to new regulated areas as those areas are identified in the CFR.

Regulated Items. The following are regulated items for purposes of subparagraph (1):

The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.

Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Regulatory Considerations

The quarantine means that ash wood products may not be transported out of the quarantined area.

Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

Chipped Ash Trees

May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.

May be buried on site within the right-of-way in accordance to section 201.3 (14) of the standard specifications.

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer in accordance to section 201.3 (15) of the standard specifications.

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to section 201.3 (15) of the standard specifications.

Burning chips is optional if in compliance with section 201.3 of the standard specifications.

Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, Branches, and Roots

May be buried without chipping within the existing right-of-way or on adjacent properties in accordance to subsection 201.3 (14)(15) of the standard specifications.

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to subsection 201.3 (15) of the standard specifications.

Burning is optional if in compliance with subsection 201.3 of the standard specifications.

Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.

All additional costs will be incidental to clearing and grubbing items.

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 1-800-303-WOOD.

Furnishing and Planting Plant Materials

Supplement subsection 632.2.2 of the standard specifications with the following:

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison WI 53708-8911

Regulated Items

More frequent updates, if any, are available on the DATCP website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.

13. Notice to Contractor – Shifting Fence.

A portion of the fencing along the north trail between Station 69+00 to Station 80+00 may require additional shift to the west to avoid the Canadian Pacific Railway fiber optic duct package and railroad control lights. The exact location of this fence shall be coordinated with Canadian Pacific Railway Company prior to fence installation.

14. Pre-Construction Meeting.

Contractor must schedule a pre-construction meeting with City of Milwaukee Construction staff at least 10 days prior to the start of construction. Contractor to contact Ms. Lynn Jardins at Office: (414) 286-0447 or Mobile: (414) 708-3885 at the city to arrange a pre-construction project meeting.

15. Coordination with Businesses.

The contractor will arrange and conduct a meeting between the contractor, the city, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and hold bi-weekly meetings progress meetings, as necessary during construction r.

108-060 (revised)

16. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing manholes by filling them with cellular concrete according to the pertinent requirements of standard specification 204 and standard specification 501, as shown in the plans, and as hereinafter provided.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard specification 501.2.4.

C Construction

Fill the abandoned sewer pipe with cellular concrete as directed by the engineer. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard according to standard specification 109.1.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

204-050 (20080902)

17. Excavation, Hauling, and Disposal of Creosote Contaminated Railroad Ties and Soil, Item 205.0501.S.

A Description

This special provision describes removing existing creosote treated railroad ties, surrounding soil material and disposal of the creosote contaminated ties and soil at a Wisconsin Department of Natural Resources (WDNR) approved bioremediation facility.

The closest WDNR approved bioremediation facilities are:

Waste Management’s Orchard Ridge Landfill
N96W13503 County Line Road
Menomonee Falls, WI 53051

Veolia’s Emerald Park Landfill
W124 S10629 124th Street
Muskego, WI 53150

Waste Management’s Metro Recycling and Disposal Facility
10712 South 124th Street
Franklin, WI 53132

Perform this work in accordance to section 205 of the standard specifications and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-

operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor – Contaminated Railroad Ties and Soil Locations

In order to accommodate the grading of the bike trail, the abandoned railroad ties must be removed from the two areas of excavation on the North Leg of the Kinnickinnick River Bike Trail. These areas of excavation occur at both ends of the north bike trail as follows:

- Station 68+50 to Station 70+00, 16' to 29' LT (along spur line)
- Station 68+50 to Station 71+00, 12' LT to 3' RT
- Station 97+50 to Station 99+77, 5' LT to 17' RT
- Station 99+16 to Station 99+75, 12' LT to 0' RT

Excavation of the existing railroad ties and the surrounding soil will be limited to a 2-foot depth from the top of the elevation. Treat the railroad ties and surrounding soil as solid waste.

B (Vacant)

C Construction

Supplement subsection 205.3 of the standard specification with the following:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the WDNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of creosote contaminated soils or ties. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

Groundwater may be present within the construction limits, but it is not anticipated that extensive dewatering will be required. If dewatering is required in excavations in areas of known contamination, it is anticipated that water pumped from these areas will require discharge to the sanitary sewer, treatment per WDNR requirements followed by on-site discharge, or off-site treatment and disposal. If discharged on-site, meet all applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) for contaminated groundwater including, but not limited to, pretreatment of water in order to meet WPDES discharge requirements. Perform all necessary monitoring to document compliance with WPDES requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with WPDES requirements. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Creosote Contaminated Railroad Ties and Soil in tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Creosote Contaminated Railroad Ties and Soil	Ton

Payment is full compensation for excavating, loading, hauling, and treatment via bioremediation of contaminated soil; dewatering if necessary, obtaining solid waste collection and transportation service operating licenses and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

18. QMP Base Aggregate.

A Description.

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 - 1. Production and placement control and inspection.
 - 2. Material sampling and testing.
- (5) Chapter 8 of the department’s construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and

testing procedures. The contractor may obtain the CMM from the department's web site at:

<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>

A.2 Contractor Testing for Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:
 1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
 2. Divide the aggregate into uniformly sized sublots for testing as follows:

Plan Quantity	Minimum Required Testing
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option ^[1]
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[2][3]}

^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

^[2] For 3-inch material, obtain samples at load-out.

^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials.

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.

- (2) Do not change the quality control plan without the engineer’s review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor’s laboratories as changes are adopted. Ensure that the plan provides the following elements:
1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
 5. Descriptions of stockpiling and hauling methods.
 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

- (1) Have personnel certified under the department’s highway technician certification program (HTCP) perform sampling, testing, and documentation as follows:

Required Certification Level:	Sampling or Testing Roles:
Aggregate Technician IPP Aggregate Sampling Technician Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling ^[1]
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

^[1] Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

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

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: 608-246-5388
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

B.4 Quality Control Documentation

B.4.1 General

- (1) Submit base aggregate placement documentation to the engineer within 10 business days after completing base placement. Ensure that the submittal is complete, neatly organized, and includes applicable project records and control charts.

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
 1. Contractor individual QC tests.
 2. Department QV tests.
 3. Department IA tests.
 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect

3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
Gradation..... AASHTO T 27
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.

4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- (2) Ensure the material conforms to the limits specified in standard spec table 301-2.

B.7 Corrective Action

B.7.1 General

- (1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit. Document all corrective actions both in the project records and on the appropriate control chart.

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.

- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.

- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material

or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

19. Concrete Aggregates.

Modify section 501 of the standard specifications as follows:

Size Requirements

Under subsection 501.2.5.4.4 supplement subsection (4) with the following:

Coarse aggregate of Concrete Grade A must consist entirely of Size No. 1 when used in curb & gutter, driveways or sidewalks.

20. Finishing Concrete Surfaces.

Delete the third, fourth and fifth sentences of the first paragraph of subsection 602.3.2.3 of the standard specification and replace with the following:

Place the concrete on a moist foundation, deposit to the required depth, and consolidate and spade sufficiently to bring the mortar to the surface, after which strike it off and float it with a float. Before the mortar is set, steel trowel and brush or light broom the surface.

21. Concrete Identification Stamping.

Stamp ends of all monolithic Portland cement concrete surfaces with a stamp bearing the contractor's name and the year of construction. Make all letters 2 inches in height. Include the cost of this work in the contract unit price for other Portland cement concrete items, no additional payment will be made to the contractor.

22. Protection of Concrete.

Supplement subsection 415.3.16 of the standard specifications as follows:

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

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

23. Drilled Tie Bars.

Perform the work under this item in accordance with the requirements of subsection 416.3.6 of the standard specifications and as hereinafter provided:

Install pavement tie bars at locations where the new concrete alley and the new concrete pavement 9-inch abuts the existing concrete pavement. Space tie bars 3 feet center-to-center and install on a skew horizontally. Alternate the direction of the skew after every two tie bars.

24. Asphaltic Surface.

Perform work under this item in accordance to the requirements of section 450 of the standard specification except as hereinafter provided:

Use asphaltic cement material type AC with a performance graded designation of PG 58-28 for Asphaltic Surface.

25. Fence Safety, Item 616.0700.S.

A Description.

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

B Materials.

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

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)

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

C Construction.

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

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

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

D Measurement.

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

E Payment.

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

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

616-030 (20070510)

26. Traffic Control.

Supplement subsection 643.3.1 of the standard specifications with the following:

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

Provide the Milwaukee County Sheriff's Department, and the engineer a current telephone number with which the contractor or their representative can be contacted during non-working hours in the event a safety hazard develops.

Do not park or store equipment, vehicles or construction materials within any roadways except at locations and periods of time approved by the engineer.

Equip all construction vehicles and equipment operating on or near roadways open or closed to traffic, with at least one flashing amber light. The flashing amber light shall be activated when vehicles or equipment are operated on the roadway, parked in close proximity to the roadway, and when entering or exiting live lanes of traffic. Mount the flashing amber light approximately midway between the transverse extremities of the vehicles or machinery and at the highest practical point that provides visibility from all

directions. The light shall be of the flashing strobe or revolving type meeting the following minimum requirements:

Flashing Strobe Type Light
 360-degree lens
 60 to 90 flashes per minute
 5-inch minimum height
 3-3/4 inch minimum diameter

Revolving Type Light
 360-degree lens
 45 to 90 flashes per minute
 4-5/8 inch minimum height
 3-3/4 inch minimum diameter

Equip the light with bulbs of 50 candlepower minimum. Use magnetic or permanent mounting. No compensation for furnishing and installing the flashing amber light to contractor owned construction equipment or vehicles will be provided for in the contract.

Locations of egress or ingress for construction vehicles to prosecute the work shall be subject to approval from the engineer.

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

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

Replace subsection 643.3.1(6) of the standard specifications with the following:

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. Restore any barricade, light, or other traffic control so that the device is not out of service for more than two hours.

27. City Street Lighting.

During construction, it is anticipated that the City of Milwaukee street lighting facilities will be maintained as follows:

ST32001001	Street Lighting Facilities
Kinnickinnic River bike Trail East Maple Street to East Washington Street	Existing underground to remain live

Contractor should be aware that when **Temporary Overhead** is installed, some existing underground street lighting facilities may remain live and must be protected and adjusted. Prior to construction, the contractor will be provided with a street lighting plan identifying the live facilities.

Street lighting personnel will install temporary overhead facilities and relocate permanent facilities, as needed, prior to the start of roadway construction. During and after roadway construction, Street Lighting Forces will install permanent lighting facilities.

The contractor shall keep the Street Lighting Construction Supervisors informed of the status of the roadway construction. Contact:

Mr. George Berdine	(414) 286-5943/ office	(414) 708-4245/ cell
Mr. Dennis Miller	(414) 286-5942/ office	(414) 708-4251/ cell

If neither Mr. Berdine nor Mr. Miller are available, contact the lighting dispatcher at (414) 286-5944.

The contractor must keep the area behind the curb free from over pour and other debris. The contractor will be held responsible for costs incurred by Street Lighting Forces for cleaning debris from behind the curb.

If the contractor requests the relocation of any street lighting facilities, permanent or temporary, for mere convenience, the contractor will be responsible for all costs incurred by Street Lighting personnel fulfilling the relocation request.

Any questions regarding the design of the lighting system are to be directed to Street Lighting Engineering, contact Mr. Tom Manzke at (414) 286-3265.

28. High Performance Concrete Masonry Superstructure, Item SPV.0035.01.

A. Description.

High Performance Concrete Masonry, Superstructure shall consist of a mixture of cement, fine aggregate, coarse aggregate and water, proportioned, mixed, placed and protected in accordance with these specifications. Fly ash, ground granulated blast furnace slag and admixtures may constitute a portion of the designated job mix.

Complete all work as specified herein and in accordance with the applicable portions of sections 501 and 502 of the standard specifications.

B. Materials.

Performance Criteria.

Table 1 - HPC Mix Performance Criteria

Property	Required Value	Test Method
Initial set time, minimum	3 hours	ASTM C403
Slump, maximum after HRWR addition	8 inches	ASTM C143
Slump, minimum after 45 minutes	4 inches	ASTM C143
Pumpability (optional)	Plastic viscosity < 300 Pa-s	Modified slump test
Total air content, plastic concrete	6 +/- 1.5%	AASHTO T152
28-day compressive strength, minimum	6,000 psi	AASHTO T22

28-day compressive strength, maximum	9,000 psi	AASHTO T22
Total air content, hardened concrete	6 +/- 1.5%	ASTM C457
Max air void spacing factor	0.010 in	ASTM C457
Min air void specific surface	500 in (-1)	ASTM C457

Table 2 - Testing for Durability and Material Properties of HPC

Property	Required Values	Test Methods
Freeze/thaw resistance	DF>90% at 300 cycles DF>85% at 500 cycles	ASTM C666A or B
Chloride permeability resistance	<2000 coulombs at 28 days	ASTM C1202
Chloride penetration resistance	1/2 – 1 inch, <0.03% Cl by wt. of concrete at 90 days 1/2 - 1 inch, <0.06% Cl by wt. of concrete at 4 months	AASHTO T259/T260
Salt scaling resistance	Rating of 0-1 at 50 cycles	ASTM C672
Shrinkage	<600x10 ⁻⁶ at 90 days	ASTM C157
Cracking resistance	Comparative test	AASHTO Cracking Tendency Test
Creep Behavior	N/A	ASTM C512
Elastic Modulus	N/A	ASTM C469
Flexural Strength	N/A	ASTM C78

The addition of Type F HRWR will be allowed in the field at the point of delivery. Type G HRWR admixtures shall only be added at the batch plant. The maximum haul time for concrete transported in truck mixers or truck agitators shall be in accordance with the standard specifications, and concrete shall be discharged before 300 revolutions of the drum or blades. The concrete temperature at placement shall be in accordance with the standard specifications under the field and plant conditions.

B.2 Raw Material Requirements

Raw materials shall be in accordance t section 501.2 of the standard specifications and be from department approved sources. These sources shall also meet the requirements of these special provisions as detailed below:

Requirements for Raw Materials:

1. Portland cement, Type I or II, (conforming to the standard specifications, section 501.3)
ASTM C-150 chemical and physical requirements
Additional Raw Material Requirements:
 - $SO_3 < 3.5\%$
 - Blame fineness <400 m²/kg
 - Equivalent alkalis (Na₂O + 0.658 K₂O), max., 0.060%

Coarse and fine aggregates shall be tan, cream, or buff colored.

2. Coarse aggregate, Size No.1 (conforming to the standard specifications, section 501.2.5.4.4, ASTM No. 67 (nominal maximum size 3/4 inches) crushed stone only. Crushed gravel, crushed concrete, crushed slag or crushed sandstone shall not be allowed.
 - Department approved
 - ASTM C-33-67 requirements, class 5S

3. Fine aggregate, natural siliceous sand or stone sand, conforming to the standard specifications, section 501.2.5.3
 - Department approved
 - Gradation in accordance with standard specification, section 501.2.5.3.4

4. Fly ash, Class "C"
 - ASTM C-618 and the standard specifications, section 501.2.6
 - Department approved
 - Maximum SO₃ content of 3.5 percent
 - Maximum available Na₂O equivalent content of 1.5 percent
 - Autoclave soundness test (AS1'M C151) on a combination of the job fly ash with the job cement (0.8% maximum expansion or contraction)

5. Slag (GGBFS)
 - Grade 100 or 120 ASTM C989 and the standard specifications, subsection 501.3.8
 - Department approved

6. Silica Fume
 - AASHTO M307 requirements
 - Department approved
 - Optional chemical and physical requirements of AASHTO M307 apply

7. Air-entraining agent
 - AASHTO MI 54 requirements
 - Department approved
 - Standard specifications, section 501.3.3

8. High-range, water-reducing admixture
 - AASHTO M194 requirements, Type F or Type G
 - Care shall be taken that water contents are not reduced to levels which will restrict cement hydration. Water-cement ratios shall not be lower than 0.480. The liquid admixture shall be counted as water in the calculation of the water-cement ratio.
 - An initial slump of 1 1/2 inches to 2 inches is recommended prior to addition of the high range admixture. Final slump shall be no greater than

is necessary for proper placement and compaction on in no case shall exceed 7 inches after addition of the high range admixture.

- Air tests will be performed after the addition of the admixture.
- Naphthalene sulfonate condensate or melamine sulfonate condensate type

B.3 Mix Design

Design and be responsible for the performance of the concrete mix. The mix proportions selected shall produce concrete that is sufficiently workable and finishable.

The trial batch test, such as described in American Concrete Institute Publication 211.2, shall be used in selecting mix proportions.

The mix design shall be based upon obtaining an average concrete strength sufficiently above the specified strength so that, considering the expected variability of the concrete and test procedures, no more than 1 in 10 strength tests will be expected to fall below the specified strength. Mix designs shall be modified during the course of the work when necessary to ensure compliance with strength and consistency requirements.

Satisfactory performance of the proposed mix design shall be verified by laboratory tests on trial batches. The results of such tests shall be furnished to the engineer at the time the proposed mix design is submitted. For mix design approval, the strengths of a minimum of five test cylinders taken from a trial batch shall average at least 800 psi greater than the specified strength.

If materials and a mix design identical to those proposed for use have been used on other work within the previous year, certified copies of concrete test results from this work, which indicate full compliance with these specifications, may be substituted for such laboratory tests. If the results of more than 10 such strength tests are available from historical records for the past year, average strength for these tests shall be at least 1.28 standard deviations above the specified strength.

All mix designs, and any other modifications thereto, shall be approved by the engineer prior to use. Mix design data provided to the engineer for each class of concrete required shall include the name, source, type and brand of each of the materials proposed for use and the quantity to be used per cubic yard of concrete.

The following two tables consist of two mix designs that may result in a concrete that satisfies the performance criteria specified herein. It shall be the contractor's responsibility to modify or adapt the mix design or develop a new mix design to satisfy the performance criteria

Table 3 - Proposed HPC Mix Design No. 1

Concrete Component	Amount
Portland cement content	525-575 lb/yd ³ , Type I or I/II
Fly Ash	Class "C", 10% addition (by weight of cement)
Silica Fume	5% addition (by weight of cement)
Ground granulated blast furnace slag (GGBFS)	15% addition (by weight of cement)
Coarse aggregate	3/4 inch Maximum size (No. 67/CA 11), crushed stone
Water/cementitious material ratio	0.480-0.560
Air entraining agent	0.36-0.38 (including water from HRWR) Approximately 1-2 oz/lb. Portland cement (the actual amount should be adjusted to provide the specified air content system; it could be outside this range)
HRWR, AASHTO M194 Type f (normal setting naphthalene Sulfonate condensate or melamine Sulfonate condensate)*	Approximately 100-128 oz/lyd ³ (the actual amount should be adjusted to provide the specified slump; it could be outside this range)

* Alternate HRWR admixture types must be submitted for approval. Corrosion inhibitors and accelerating admixtures (Types C or E) shall not be allowed. Retarding admixtures (Type B or D) shall not be allowed for precast concrete.

Table 4- Proposed HPC Mix Design No.2

Concrete Component	Amount
Portland cement	520 lb/yd ³ , Type I or I/II
Fly Ash	Class "C", 180 lb/yd ³
Fine aggregate (Sand)	1259 lb/yd ³
Coarse aggregate (Stone)	1754 lb/yd ³
Water	266 lb/yd ³
Water reducer	0.36 gal./yd ³
Superplasticizer	0.64 gal./yd ³
Air entrainment	as required

B.4 Suggested Mixing Procedure

The Contractor is responsible for ensuring that a proper mixing sequence is used to ensure good distribution of the cementitious materials without balling. The following mixing sequence is provided for information purposes only and has been used to achieve proper mixing of HPC concrete:

1. Turbine mixer. — The mixing action of a turbine mixer is good and the order of adding ingredients is generally not critical. The suggested order of addition is as follows:

Add sand and coarse aggregate to the rotating mixer
Add approximately half the water and half the AEA
Add the cementitious materials (Portland cement, fly ash, and silica fume)
Add the remaining water and AEA
Mix for 3 minutes

2. Tilting drum mixer or ready-mix truck. - The sequence of addition of ingredients is more critical when these mixers are used. The suggested sequence of material addition is as follows:

Add the silica fume to the drum with approximately 1/3 of the coarse aggregate and mix well
Add 70 percent of the mix water containing the air entraining admixture to the rotating drum

After a several second delay (5-7 seconds) introduce the remaining aggregates

As the aggregates are discharging (7 to 10 seconds delay) add cementitious materials (in any order, Portland cement, fly ash)
Add the rest of the mix water
Mix for 70 revolutions

Add the HRWR. HRWA (Type F) is to be added at the job site.
Alternatively, a Type G HRWA may be used at the plant to achieve the required slump.

If Type F HRWR is added at the job site, the concrete must be mixed for 70 revolutions after its addition (about 7 minutes at mixing speed, assuming 9-10 revolutions per minute).

B.5 Curing Requirements

The cast-in-place concrete shall be moist cured (wetted burlap method) according to the standard specifications, section 502.3.8. Additionally, special curing techniques will be required such as continuous application of water to insure proper hydration. These requirements will be included in the final material specifications based upon testing performed under this LIQ. Moist curing of the test samples will be performed by application of wet burlap and plastic for 4 days and cured in accordance with AASHTO requirements for test samples curing for 28-day strength and the standard specifications, section 502.3.10.1.3. Cold weather concrete procedures shall be in accordance with section 501.3.9 of the standard specifications.

B.6 Required Contractor Testing

B.6.1 Aggregate Testing During Concrete Production

- (1) Perform the following tests on aggregate used for the production of this HPC mix:
- | | |
|--------------|---------------------|
| Gradations | AASHTO T-11 & T-27* |
| P-200 (75um) | AASHTO T-11* |

Aggregate Moisture AASHTO T-255*
*As modified in CMM 4-25-50

(2) Perform the tests required in B.6.1.(1) at a frequency of one (1) test per day during concrete production.

B.6.2 Required Concrete Testing

(1) Perform the following tests on this HPC mix:

Compressive Strength	AASHTO T-22, T-23, T-141, M-201
Temperature	AASHTO T-309
Slump	AASHTO T-119*
Air Content	AASHTO T-152*

*As modified in CMM 4-25-70

(2) Perform all of the tests required in B.6.2.(1) at a frequency of once per 50 cubic yards or fraction thereof placed.

C. Construction.

Concrete shall be placed as shown on plans for superstructure. Apply a sack rubbed finish to top of curbs and all exposed side, sloped and underside surfaces of superstructure, and all exposed surfaces of the pier in accordance with subsection 502.3.7.5 of the standard specifications.

D. Measurement.

The department will measure High Performance Concrete Masonry Superstructure by the cubic yard acceptably completed.

E. Payment.

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0035.01	High Performance Concrete Masonry Superstructure	CY

Payment is full compensation for furnishing and placing all materials; preparing the mix design; performing testing; finishing and curing the concrete; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

29. Cellular Concrete, item SPV.0035.02.

A Description.

This work consists of furnishing and installing cellular concrete backfill (lightweight embankment material) at the locations shown on the plans.

Work and materials shall be in accordance with the applicable provisions of sections 209 and 501 of the standard specifications and as hereinafter provided.

B Materials.

B.1 Cement.

Portland cement shall comply with ASTM C150, Types I, II, or III. Pozzolans and other cementitious materials may be used when specifically approved by the manufacturer of the foaming agent, if a foaming agent is used.

B.2 Water.

Mixing water shall be potable and free of deleterious amounts of acids, alkali, salts, oils, and organic materials which would adversely affect the setting or strength of the cellular concrete (lightweight embankment material).

B.3 Admixtures.

Admixtures for accelerating the set time may be used in accordance with the manufacturer’s recommendations when specifically approved by the manufacturer of the cellular concrete. A foaming agent, if used, shall be tested in accordance with ASTM C796.

B.4 Properties.

The cellular concrete shall have the following properties:

	<u>Intermediate Lifts</u>
Maximum Cast Density	28 – 32 pcf
Minimum Compressive Strength at 28 days	40 psi

C Construction.

C.1 General.

Provide the engineer with a work plan of the equipment and procedures proposed at least 10 working days prior to placement. Items in the submittal shall include:

- Name of cellular concrete manufacturer
- Name of certified subcontractor / applicator
- List of materials, including manufacturer’s specifications
- Mix designs, including laboratory data using the mix design verifying mass and strength requirements

C.2 Mixing.

Mix the cellular concrete shall be mixed on site in specialized batching and mixing equipment certified and in accordance with the procedures provided by the manufacturer.

C.3 Placing.

Subgrade to receive cellular concrete shall be free of all loose and extraneous material, uniformly moist, and free of standing water.

Do not place cellular concrete on frozen ground.

Do not place cellular concrete at temperatures of less than 32 degrees F, nor when freezing temperatures are expected within 24 hours without written approval and

procedures from the manufacturer. If ambient temperatures are anticipated to be below 40 degrees F within 24 hours after placement, heat the mixing water when specifically approved by the manufacturer of the foaming agent, if used, or placement shall be prohibited during such period.

Cast cellular concrete in lifts in such a manner to prevent segregation. Lift thickness shall be equal to about 18-inches. Cure for the amount of time and as directed by the cellular concrete manufacturer. After curing, remove any crumbling area on the surface and scarify before the next layer is placed. Surface stepping is limited to 6-inches.

C.4 Testing.

During placement of the initial batches, check the density and adjust the mix as required to obtain the specified cast density at the point of placement. A single cast density test shall represent the lesser of 300 cubic yards or one day’s production.

Provide at least 4 test specimens for compressive strength testing for each 300 cubic yards of cellular concrete placed, or for each 4 hours of placing.

Test the compressive strength in accordance with ASTM C495 except as follows:

- The specimens shall be 3-inch by 6-inch cylinders. During molding, place the concrete in two approximately equal layers, and raise and drop the cylinders approximately 1-inch three times on a hard surface after placing each layer. No rodding shall be allowed. Cover and protect specimens immediately after casting to prevent damage and loss of moisture.
- Moist cure the specimens in the molds for a period of 7 days prior to the 28-day compressive strength test. Do not oven dry specimens. . Specimens may be tested at any age to monitor the compressive strength.

D Measurement.

The department will measure Cellular Concrete by the cubic yard acceptably completed.

E Payment.

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0035.02	Cellular Concrete	CY

Payment is full compensation for furnishing and installing the cellular concrete backfill; for providing cellular concrete mix designs; for making, protecting and curing concrete test cylinders; for all testing; and for furnishing all labor, equipment, tools and incidentals necessary to complete the contract work.

30. Low Clearance Warning System, Item SPV.0060.01.

A. Description

This section describes the installation and removal of a low clearance warning system for trucks at locations shown on the plan.

B. Materials

Furnish Yellow reflectorized tape conforming to section 649 on all members of the low clearance warning system

Provide shop drawings of the unit and installation for approval by the engineer prior to construction.

C. Construction

Install Low Clearance Warning system prior to constructing temporary false work for the bridge.

Construct the unit with 3-inch diameter steel pipe installed so that the horizontal member is located over both driving lanes and is positioned at a height 2 inches below the height of the false work on the bridge, but not less than 14 feet - 6 inches between March 1, 2013 through June 25, 2013 or not less than 13 feet - 6 inches otherwise.

Anchor the vertical members behind the existing curbs.

Install yellow reflectorized tape at a maximum of 18 inch intervals along the steel pipes.

Install "Low Clearance" signs W12-2 with distance plaques W16-2 at distances shown on the plans, from the construction site in both directions.

Remove Low Clearance Warning System and signs after completion of the bridge and removal of the temporary false work.

D. Measurement

The department will measure Low Clearance Warning System by each unit acceptably completed.

E. Payment

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0060.01	Low Clearance Warning System	Each

Payment is the full compensation for furnishing all materials, including steel pipe; vertical and horizontal supports; yellow reflectorized tape; excavation, backfilling, and restoring the work site, and for furnishing all labor, tools, equipment and incidentals

necessary to complete the work. The department will pay for traffic control signs separately.

31. Bearings High-Load Multi-Rotational Fixed, Item SPV.0060.02.

A Description

This work consists of designing, manufacturing, furnishing and installing high load bearings as shown on the plans, in accordance with this special provision, and as directed by the engineer. High load bearings, where called for on the plans, shall be defined as pot style bearings.

A.1 Qualifications of the Manufacturer

The manufacturer shall demonstrate a minimum of 5 years experience in the design and manufacture of high load bearings of the type specified, and be certified under the American Institute of Steel Construction Quality Certification Program – Simple Steel Bridges.

B Materials

B.1 General

Materials shall be new and unused with no reclaimed material incorporated into the finished bearings, and shall conform to the applicable provisions of section 506 of the standard specifications and to the following standards. Any visual defects will be cause for rejection.

B.2 Bearing Types

Multi-Rotational Fixed bearings allow rotation in all directions but do not allow any horizontal movement.

Bearings must allow rotation due to superstructure and pier cap movements, and must resist horizontal forces in constrained directions.

B.3 Steel Plate

Steel plate shall conform to the requirements of ASTM A709, Grade 36, Grade 50, or Grade 50W.

B.4 Stainless Steel

Stainless steel shall conform to the requirements of ASTM A240, Type 304, Number 8 finish.

B.5 Brass

Brass for sealing rings shall conform to the requirements of ASTM B36, half-hard alloy 260.

B.6 Polytetrafluoroethylene (PTFE)

PTFE shall be manufactured from pure virgin unfilled TFE resin conforming to ASTM D1457. PTFE shall be resistant to acids, alkalis and petroleum products, non-absorbing to

water, stable from -360 degrees F to +500 degrees F, and non-flammable. It shall meet the following test requirements:

<u>Physical Property</u>	<u>ASTM Test Method</u>	<u>Requirement (min.)</u>
Ultimate Tensile Strength	D1457	2800 psi
Ultimate Elongation	D1457	200 %
Specific Gravity	D792	2.12

B.7 Adhesive

Adhesive used for bonding sheet PTFE shall be an epoxy material stable from -100 degrees F to +250 degrees F.

B.8 Elastomer

The pot bearing elastomer shall be 100% virgin polychloroprene (neoprene). The elastomer shall be plain, not laminated or fiber reinforced. It shall meet the following test requirements:

<u>Physical Property</u>	<u>ASTM Test Method</u>	<u>Requirement</u>
Hardness, Shore A durometer	D2240	50 +/- 5
Tensile strength, min. psi	D412	2250
Ultimate elongation, min.	D412	400%
Aged properties after 70 hrs.	D573	
Temperature		212 degrees F
Hardness change, max.		+15
Tensile strength change, max.		-15%
Ultimate elongation change, max.		-40%
Compression set after 22 hrs.	D395 (method B)	
Temperature		212 degrees F
Compression set, max.		35%

C Construction

C.1 Design Requirements

C.1.1 General

Bearings shall be designed for the loads and movements given on the plans and in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges, 17th Edition, section 14, Division I. Bearing designs shall include a minimum rotation of 0.02 radians or the design rotation, whichever is greater. These rotations shall include all applicable service loads and movements shown on the plans, maximum rotations caused by fabrication and installation tolerances, and allowance for uncertainty. Designs shall assume that vertical and horizontal loads occur simultaneously. The design shall include all bearing

components, load plates, sole plates, masonry plates, elastomeric pads and connecting bolts, except concrete anchor bolts.

The design of the bearings shall meet the following additional requirements:

C.1.2 Pots

The pot shall be machined from a single piece of steel. The inside diameter of the pot cavity shall be nominally equal to the diameter of the elastomeric pad. The pot shall be deep enough to permit the seal and piston rim to remain in full contact with the vertical face of the pot wall under all design loads, movements, and rotations. Contact between metal components shall not prevent further displacements or rotation.

The pot walls shall be designed to withstand both the internal pressures caused by the vertical loads (considering the elastomer to behave as a fluid) and the design lateral loads.

C.1.3 Pistons

The piston shall be machined from a single piece of steel. When at maximum rotation, the piston thickness shall be sufficient to provide at least a 0.125 inch of vertical clearance between rotating and non-rotating components of the bearing assembly.

The outside diameter of the piston shall be at least 0.04 inches less than the inside diameter of the pot.

For bearings carrying horizontal loads, the piston face width shall be designed assuming a contact area with the pot wall of one-third the pot circumference and allowable compressive stress not exceeding $0.8 \times F_y$ (F_y = yield stress of steel used).

C.1.4 Sole and Bearing Plates

The sole and bearing plates shall be designed to distribute the bearing loads into the surrounding substructure. The allowable bending stress in the sole and bearing plates shall be $0.55 \times F_y$, but the thickness shall not be less than 0.75 inch. Service or installation considerations specified by the engineer, such as weldability and bearing height, may require shim plates or thicker bearing and sole plates than are required due to strength considerations alone. The bearing plate shall have a machined recess sized to allow the snug placement of the piston, pot or lower bearing plates.

C.1.5 Guide Bars

When necessary, guide bars shall be welded to the slide plates. Guide bars shall be designed for the specified horizontal loads, but not less than 10 percent of the vertical capacity of the bearing.

Guided members must have their contact area within the guide bars in all operating positions. The total clearance between guide bars and the guided member shall be 1/16 inch, +/- 1/32 inch.

C.1.6 Finish of Steel Components

All steel surfaces in contact with elastomer, PTFE, or other steel surfaces, shall be finished to a smoothness of 125 micro-inch (rms) or less.

C.1.7 Stainless Steel Sheet

Stainless steel sheets shall be of 16 gauge minimum thickness and shall be attached to their backing plates by continuous fillet welding along their edges. Bonding and/or mechanical fastening of sheets will not be permitted. The attachment of stainless steel sheets to their backing plates shall be capable of resisting the frictional force set up in the bearing. Welding shall be in accordance with AWS D1.6. The backing plates shall extend beyond the edge of the stainless steel sheets to accommodate the welds and the welds shall not protrude above the stainless steel sheets. It is essential that stainless steel sheets remain in contact with base metal throughout their service life such that interface corrosion cannot occur.

The stainless steel sheets shall face downward and shall completely cover the PTFE sheets in all operating positions, plus one additional inch in the direction of movement. The surfaces in contact with the PTFE shall be finished to a smoothness of 20 micro-inch (rms) or less.

C.1.8 Brass Sealing Rings

Flat brass sealing rings shall have a minimum width of 0.375 inch. The thickness of the rings shall be a minimum of 0.09375 inch. The number of rings shall be a minimum of 2 and a maximum of 4, depending upon the design load of the bearing. The rings shall be finished to a smoothness of 63 micro-inch (rms) or less.

The gap between the ring and the wall shall nowhere exceed 0.01 inch. Each ring shall have one vertical cut at 45 degrees to the tangent with a maximum gap of 0.05 inch. The gaps shall be staggered a minimum of 90 degrees relative to one another when the rings are in place.

C.1.9 PTFE Sheets

PTFE sheets shall be a minimum of 0.125 inch thick, epoxy-bonded into a square-edged recess of a depth equal to one-half the PTFE sheet thickness. The shoulders of the recesses shall be sharp and square. After completion of the bonding operation, the PTFE surfaces shall be smooth and free from blisters and bubbles. Design shall be in accordance with AASHTO sections 14.6.2 and 14.6.9 – Division 1.

C.1.10 Elastomeric Disc

All elastomeric discs shall be individually molded in one piece. No layering or stacking of discs will be permitted. Cuts, gouges or nicks from machine cutting or flash trimming will be cause for rejection.

The sealing groove shall be molded integrally. It shall be square to the pad top surface and the same nominal dimensions as the brass sealing rings.

The area of the pad shall be designed to limit the average bearing pressure on the pad to 3500 psi under the design loads.

C.1.11 Translation Capacity

The translation capability for both guided and mobile bearings shall be provided by means of a polished stainless steel sliding plate that bears on a PTFE sheet or other approved material.

C.1.12 Geometric Limitations

The horizontal dimensions shall be limited to the available bearing seat area of the concrete as detailed on the plans. Any modifications required to accommodate the bearings chosen shall be submitted to the engineer for approval prior to ordering materials. Modifications required shall be made at no additional cost to the department.

C.1.13 Future Maintenance

Bearings shall be designed and manufactured so that future maintenance of the bearings can be performed. The manufacturer must demonstrate in writing how individual components of the bearings or entire assemblies could be replaced. Vertical upward movement of the superstructure, due to jacking, shall not exceed 0.6 inch. The procedures for future replacements of individual components shall meet the approval of the engineer prior to the manufacture of any bearings for this project.

C.2 Submittals

Prior to fabrication of the bearing assemblies, the manufacturer shall submit the following items to the engineer for review and approval:

- Shop drawings for all components and assemblies, including general arrangements and large scale details. The shop drawings shall include tables showing load capacity and movement rating, if applicable, of each bearing, including initial offset required at various ambient temperatures. The shop drawings shall include the manufacturer's instructions for proper installation of the bearing assemblies. Shop drawings which lack manufacturer's installation instructions will be returned without approval.
- Calculations showing conformance of the bearings to the design loadings, movements and other specified requirements.
- Welding procedures. Shop welder, welding operators, welding equipment, and welding procedures to be used shall have been qualified according to the qualification procedure of AWS D 1.5 and D 1.6.
- Surfaces to be painted or zinc metalized.

C.3 Responsibility

Review and approval of the manufacturer's calculations and shop drawings by the engineer does not relieve the manufacturer of complete responsibility for their accuracy and completeness.

C.4 Shop Inspection

The engineer reserves the right to visit the manufacturer's fabrication shop for purposes of inspecting the manufacturing, assembly, testing and painting of the bearings. The inspectors shall be allowed free access to the necessary parts of the manufacturer's plant. The manufacturer shall notify the engineer at least two weeks in advance of manufacturing.

C.5 Fabrication Requirements

C.5.1 Tolerances

Fabrication and tolerances shall be in accordance with the requirements of the AASHTO Standard Specifications for Highway Bridges, 17th Edition, section 18, Division II, and as herein specified.

C.5.2 Determination of Flatness

Flatness of bearings after welding and fabrication shall be determined by the following method:

- A precision straightedge that is longer than the nominal dimension to be measured shall be placed in contact with the plate surface to be measured.
- Select a feeler gage with a thickness corresponding to the flatness tolerances of the AASHTO code cited above, and having a tolerance of +/-0.001 inch, and attempt to insert it under the straightedge.
- Flatness is acceptable if the feeler does not pass under the straightedge.

C.6 Painting or Metalizing

The bearing assemblies shall be painted or zinc metalized in accordance with AWS C2.18-93. Galvanizing will not be permitted. The surfaces to be painted or metalized are shown on the shop drawings. The pot cavity and all surfaces covered by stainless steel or PTFE sheet shall not be painted or metalized. Tapped holes shall be masked off during painting or metalizing.

C.7 Sampling, Testing, and Inspection

Sampling shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th Edition, section 18.7.1, Division II, the standard specifications, or as determined by the engineer.

All testing shall be performed in the presence of a representative of the department or its designated inspection agency.

Three separate tests shall be performed. The first test shall be conducted on all bearing types with the bearing loaded to 150% of the vertical design capacity at the design rotation. All rotational elements shall maintain uniform contact during the test. The test load shall be maintained for at least 30 minutes.

The second test shall be conducted to measure the coefficient of friction on a representative sliding bearing. During this test, the bearing shall be loaded to 100% of the vertical design capacity while measuring the coefficient of friction. The coefficient of

friction shall be measured at the bearing design capacity on the 5th, 15th, and 100th cycles at a speed of 1-inch/minute. A total of 100 cycles shall be run. The sliding coefficient of friction shall be calculated as the horizontal load required to maintain continuous sliding at a given speed divided by the bearing's design capacity vertical load. The vertical load shall have been applied continuously for a minimum of one hour prior to testing. The measured sliding coefficient of friction shall not exceed 0.03, except when approved by the engineer.

The third test shall be conducted on fixed and guided bearing assemblies to verify the horizontal load carrying capacity. During this test, the bearing shall be loaded to 100% of the vertical design capacity while a horizontal load equal to 150% of the horizontal design load capacity is applied to the assembly.

Any bearing showing failure of the sealing rings or other component parts during or after these load tests shall be replaced at no additional cost to the department.

Throughout the testing, at no time shall:

- The compression deflection exceed 5% of the bearing thickness (not including any masonry or sole plates).
- There be any "lift-off" or separation between plates and PTFE or elastomer under rotation.
- Measured static and dynamic coefficient of friction exceed 3%.
- There be cracks or permanent deformation of the PTFE, stainless steel, other components or welds.
- There be extrusion of the elastomer or signs of cold flow of the PTFE.

The bearing manufacturer shall furnish to the engineer certified copies of the test reports on the physical properties of the component materials for the bearings to be furnished and a certification by the bearing manufacturer stating the bearing assemblies furnished conform to all the requirements shown on the plans and specifications contained herein.

When directed by the engineer, the manufacturer shall furnish random samples of component materials used in the bearings for testing by the department. The department reserves the right to have the manufacturer perform the specified load tests on one or more of the furnished bearings. A furnished bearing is defined as a high load bearing assembly that has been delivered to the site. If the tested bearing shows failure it shall be replaced at no additional cost to the department. The remaining bearings shall be load tested by the manufacturer for acceptance at the manufacturer's expense.

C.8 Identification, Storage, and Handling

Each bearing shall be fully assembled at the manufacturing plant and delivered to the construction site as complete units. Submit copies of all delivery tickets to the engineer.

Each bearing shall be stamped with the manufacturer's name, bearing type or model number, bearing number, and the installed location. The stamp shall be on a surface

visible after installation. Centerlines shall be marked on both top and base plates for alignment in the field.

All bearings, whether in the fabrication shop, on site, or at an independent warehouse shall be stored in a clean, dry, covered facility. When in storage, the bearings shall be kept banded, wrapped, and secured in a condition suitable for shipment. The bearings shall be shipped and stored in moisture-proof and dust-proof covers. Wrapping material is subject to the engineer's approval. Bearings shall not be stacked. The bearings shall be held together with removable restraints so sliding surfaces are not damaged.

The bearing devices shall not be disassembled prior to installation without the knowledge and consent of the engineer and manufacturer.

Repair or replacement of damaged bearing assemblies, in part or in whole, will be at the discretion of the engineer with no additional cost to the department.

C.9 Installation

Install bearings in strict accordance with the manufacturer's instructions, as approved by the engineer. The manufacturer shall have its technical representative present for the placement of the first bearing. At the option of the engineer, contractor or manufacturer, the technical representative may be required to be present for the placement of any number of additional bearings. Take measures to limit bearing rotation to 0.02 radians during construction.

D Measurement

The department will measure Bearings High-Load Multi-Rotational Fixed, by the unit for each bearing acceptably completed.

E Payment

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0060.02	Bearings High-Load Multi-Rotational Fixed	Each

Payment is full compensation for designing, manufacturing, furnishing and installing acceptable bearings; for preparing shop drawings; for painting or metalizing; for testing; and for furnishing all labor, equipment, tools and incidentals necessary to complete the contract work.

32. Adjusting Water Boxes, Item SPV.0060.04

A Description.

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all city water service boxes and water gate valve boxes located within the project limits.

B Materials.

All material for the adjustment of these facilities must meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Gil Taylor, Milwaukee Water Works, at (414) 708-9005.

If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to DPW Field Headquarters – Infrastructure, Operations, Water Works at 3850 North 35th Street. Materials being returned must be accompanied with a “surplus material” form completed by the Public Works Inspector assigned to the project.

C Construction.

All water service boxes and water gate valve boxes within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

The city will locate, mark, inspect and repair all water service boxes and water gate valve boxes within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service boxes and water gate valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes and manholes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

D Measurement.

The department will measure Adjusting Water Valve Boxes as each individual unit acceptably completed.

E Payment.

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0060.04	Adjusting Water Boxes	Each

Payment is full compensation for all excavation, backfilling, disposal of surplus materials, water box clean-out, and restoration of the work site; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

33. Post-Tensioning Strands, Item SPV.0085.01.

A Description.

A.1 General

Furnish, install, stress and grout prestressing steel in accordance with the requirements of these specifications.

In addition, furnish and install any appurtenant items necessary for the particular prestressing system used, including but not limited to, anchorage assemblies, spirals, additional reinforcing bars required to resist stresses caused by anchorage assemblies, ducts, vents, inlets, outlets, and grout used for pressure grouting of the ducts.

A.2 Working Drawings

Submit detailed working drawings in accordance with Section 105 of the standard specifications that include, but are not limited to, the following items:

1. Shop drawings shall include the following:
 - Tendon location and length
 - PT system used
 - Pre-seating of dead end wedges (60% Fu)
 - Stressing sequence and stressing procedure
 - Number of 0.6" dia. strands per tendon
 - Ultimate tensile strength of tendon
 - Prestressing steel properties
 - Type of duct used and connections to the anchorages. No duct tape for splice seal.
 - Theoretical elongation
 - Grouting Operations Plan, at least 6 weeks in advance of any scheduled operation.
 - Complete shop drawings showing all parts, tendon sizes, duct sizes, grout vent locations etc.
2. A table detailing the prestressing jacking sequence, jacking forces and initial elongations of each tendon at each stage of erection for all prestressing.
3. Complete details of the anchorage system for prestressing including certified copies of the reports covering tests performed on prestress anchorage devices as required in the following Materials Section, and details for any reinforcing steel needed due to stresses imposed in the concrete by anchorage plates.
4. For the operation of grouting prestressing tendons, the materials and proportions for grout, details of equipment for mixing and placing grout and methods of mixing and placing grout.
5. Calculations to substantiate the prestressing system and procedures to be used including stress-strain curves typical of the prestressing steel to be furnished, required jacking forces, elongations of tendons during tensioning, and seating losses. These calculations shall show a typical tendon force after applying the expected friction

coefficient, and anticipated losses including anchor set losses. Revise elongation calculations when necessary to properly reflect the modulus of elasticity and nominal area as furnished by the manufacturer for the lot of steel being tensioned. Adjust elongation calculations as necessary based upon the actual coefficient of friction measured and calculated by an in-place friction test.

6. Complete details of the apparatus and method that will be used for the testing required by these specifications.

B Materials.

B.1 General

Use materials in the work that meet the requirements for the class of material named and hereinafter specified.

B.2 Prestressing Steel

B.2.1 Strand

Unless otherwise noted on the plans, strand shall be uncoated, Grade 270, low-relaxation seven-wire strand conforming to the requirements of AASHTO M203 (ASTM A416).

B.2.2 Prestress Anchorages

All prestressing steel shall be secured at the ends by means of permanent type anchoring devices. Prestress anchorages shall develop at least 95 percent of the minimum specified ultimate tensile strength of the prestressing steel.

Testing of anchorage devices shall be performed using samples representing the type of prestressing steel and concrete strength to be used on the project. The test specimen shall be assembled in an unbonded state and, in testing, the anticipated anchor set shall not be exceeded. Furnish to the engineer certified copies of test results for the anchorage system. The anchorage system shall be so arranged that the prestressing force in the tendon may be verified prior to the removal of the stressing equipment.

For tendon anchorages, the design and furnishing of any reinforcement (in addition to the reinforcement shown on the plans) which is needed to resist bursting and splitting stresses imposed on the concrete by the proposed anchorage system shall be the responsibility of the contractor at contractor's expense.

Prestress anchorage devices shall effectively distribute prestressing loads to the concrete and shall conform to the requirements of section 9.2.3 of the latest edition of the AASHTO Guide Specifications for Design and Construction of Segmental Concrete Bridges.

B.3 Ducts

B.3.1 General

All duct material shall be sufficiently rigid to withstand loads imposed during placing of concrete and internal pressure during grouting while maintaining its shape, remaining in proper alignment and remaining watertight.

The duct system, including splices and joints, shall effectively prevent entrance of cement paste or water into the system and shall effectively contain pressurized grout during grouting of the tendon. The duct system shall also be capable of withstanding water pressure during flushing of a duct in the event the grouting operation is aborted.

Coupling and transition fittings for ducts shall be either ferrous metal or polyethylene and shall have sufficient strength to prevent distortion or displacement of the ducts during concrete placement.

The interior diameter of ducts for single strand, bar or wire tendons shall be at least 1/4 inch greater than the nominal diameter of the tendon. The interior diameter of ducts shall be large enough to cause the duct to have an interior area not less than 2.5 times the net area of the prestressed steel when tendons consisting of more than one strand, bar or wire are placed by the pull-through method.

B.3.2 Specific Material Properties

Corrugated plastic duct shall be made of polyethylene material and shall conform to the requirements of ASTM D3350. The plastic material shall not react with concrete or enhance corrosion of prestressed steel and shall be free of water soluble chloride.

Corrugated plastic duct shall be corrugated with a spiral having a pitch not less than 1/10 of the radius of the duct. Material thickness shall be $0.05'' \pm 0.01''$.

Corrugated plastic duct shall be designed so that a force equal to 40 percent of the ultimate tensile strength of the tendon will be transferred through the duct into the surrounding concrete in a length of 2'-6". Twelve static pull out tests shall be conducted to determine compliance of a duct with the force transfer requirement. If ten of these tests exceed the specified force transfer, the duct is acceptable. Furnish the engineer with certified test reports verifying that the duct meets specification requirements in regard to force transfer.

B.3.3 Minimum Radius of Curvature

The minimum radius for corrugated polyethylene duct shall be 30 feet. The engineer may approve a duct curvature with radii less than 30 feet based on review of test data. The confinement reinforcement shall be proportioned in accordance with Section D16.3 of the AASHTO Guide Specifications for Design and Construction of Segmental Concrete Bridges.

C Construction.

C.1 Fabrication

A corrugated robust PP sheathing (duct) with 0.08" minimum thickness shall encapsulate the strands for the entire length leaving 5 feet of stressing tail. Preseat at the fixed end each strand at 60% of the ultimate strand strength by pushing the wedge into the wedge plate. Wedge grip marks inside the tendon will not be allowed. A keeper plate will be bolted to the wedge plate to prevent moving of the wedges. Install a transition trumpet

between the anchorage and the duct. Install a permanent FRP plastic cap encapsulating the whole wedge plate and attach a vent hose. Seal all connections.

C.2 Tendon Handling

Handling, shipping, and storage shall be such that the material is properly identifiable and protected against mechanical damage, corrosion, chemical attack, and dirt. Each strand bundle coil shall be tagged for easy identification.

C.3 Bundling of Tendons

Preassembled tendons shall be coiled individually in such a manner as not to cause damage to the plastic sheathing. Steel bands with a minimum width of 1.25 in. shall be placed no more than 10 ft. apart. Piece of carpet shall be placed between the steel bands and the plastic sheath. Individually coiled tendons may be stacked and bundled with steel bands and cardboard, at a minimum of five locations.

C.4 Loading

All tendons shall be placed on the truck in such a manner that will provide safe loading and unloading without damage. A minimum of four 4-inch x 8-foot x 8-foot pallet shall be placed under each bundle of coiled tendons to provide sufficient weight distribution. Under no circumstances shall tendons be dropped, thrown, or dragged on the ground.

C.5 Storage

Place materials stored at site above ground on well-supported platforms and cover with plastic or other approved material.

C.6 Sampling and Testing

Perform all testing in accordance to ASTM Specifications. At contractor expense, furnish the following samples of materials and devices selected at locations designated by the engineer.

1. Three samples of 7-foot long prestressing wire or bar for each size from each heat number or production lot.
2. Three samples of 5-foot long prestressing strand for each size from each heat number or production lot.
3. If bar couplers are to be used, three samples with two specimens each consisting of 4-foot lengths of the specific prestressing bar coupled with a bar coupler from the materials to be used on the project.
4. One unit of each prestressed anchorage to be used on the project.

Furnish samples well in advance of the time they are to be incorporated into the work. The engineer reserves the right to reject for use any material or device, which is obviously defective or was damaged subsequent to testing.

C.7 Manufacturer's Lots

The manufacturer of prestressing steel, prestressed anchorages and bar couplers shall assign an individual number to each lot of strand, wire, bar or devices at the time of

manufacture. Each reel, coil, bundle or package shipped to the project shall be identified by tag or other acceptable means as to manufacturer's lot number. The contractor shall be responsible for establishing and maintaining a procedure by which all prestressing materials and devices can be continuously identified with the manufacturer's lot number. Do not incorporate into the work at any time items that cannot be positively identified as to lot number.

Low-relaxation strand shall be clearly identified as required by AASHTO M203 (ASTM A416). Any strand not so identified will not be acceptable.

Furnish manufacturer's certified reports covering the tests required by this specification. Furnish certified test report stating the guaranteed minimum ultimate tensile, yield strength, elongation and composition for each lot of prestressing steel. When requested, furnish typical stress-strain curves for prestressing steel. Furnish for each lot of prestressed anchorage devices, a certified test report stating its strength when tested using the type prestressing steel to be used in the work.

C.8 Testing of Prestressing Tendons by the Contractor

C.8.1 General

Perform certain testing of prestressing tendons as specified herein.

C.8.2 In-place Friction Test of Tendons

For the purpose of accurately determining the friction loss in stressing draped tendons, prior to stressing any draped tendons, test, in place, a representative draped tendon of each size and type as selected by the engineer. If deemed necessary by the engineer to accurately establish friction loss, perform tests on additional tendons selected by the engineer.

The test procedure shall consist of stressing the tendon at an anchor assembly with load cells at the dead end and jacking end. Tension the test specimen to 80 percent of ultimate in 10 increments. For each increment, record the gauge pressure, elongation and load cell force. Furnish the data to the engineer. The contractor shall re-evaluate the theoretical elongations and post-tensioning forces shown on the post-tensioning shop drawings using the results of the tests and corrected as necessary. Submit revisions to the theoretical elongations to the engineer for evaluation and approval. The apparatus and methods used to perform the tests shall be proposed by the contractor and is subject to the approval of the engineer.

C.8.3 Dynamic Testing of Unbonded Tendons

Unbonded tendons are defined as tendons which are located essentially external to the concrete. For unbonded superstructure tendons, perform two dynamic tests on a representative specimen; the tendon shall withstand, without failure, 500,000 cycles from 60 percent to 66 percent of its minimum specified ultimate strength. In the second test the tendon shall withstand, without failure, 50 cycles from 40 percent to 80 percent of its minimum specified ultimate strength. The period of each cycle involves the change from

the lower stress level to the upper stress level and back to the lower. The specimen used for the second dynamic test need not be the same used for the first dynamic test.

Test systems utilizing multiple strands, wires, or bars utilizing a test tendon of full size. The test tendon shall duplicate the behavior for the full size tendon and generally shall not have less than 10 percent of capacity for the full size tendon.

In lieu of the dynamic testing, the contractor may submit data from a prior test. Acceptance of data from prior test is subject to the approval of the engineer.

C.9 Grout for Tendons

C.9.1 General.

The grout shall meet the requirements of the PTI "Guide Specification for Grouting of Post-Tensioned Structures," Second Edition, April 2003. The grout used for this project shall be MASTERFLOW 1205, or equal.

C.9.2 Grout Components

Use a commercial cement-based grout.

C.9.3 Grout Properties

Submit MASTERFLOW 1205, "or equal" data sheet.

C.9.4 Required Properties

MASTERFLOW 1205, "or equal".

C.10 Protection of Prestressing Steel

Protect all prestressing steel against physical damage at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time will be rejected. Any reel that is found to contain broken wires shall be rejected and the reel replaced.

Prestressing steel shall be packaged in containers or shipping forms for protection of the steel against physical damage and corrosion during shipping and storage. A corrosion inhibitor, which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the engineer, a corrosion inhibitor may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Immediately replace packaging or forms damaged from any cause or restore to their original condition.

The corrosion inhibitor shall consist of a vapor phase inhibitor (VPI) powder conforming to the provisions of Federal Specification MIL-P-3420F-87 or as otherwise approved by the engineer.

Store the prestressing steel in such a manner that at all times prevents the packing material from becoming saturated with water and allow a free flow of air around the

packages. If the useful life of the corrosion inhibitor in the package expires, immediately rejuvenate or replace it.

At the time the prestressing steel is installed in the work, ensure that it is free from loose rust, loose mill scale, dirt, paint, oil, grease or other deleterious material. Removal of tightly adhering rust or mill scale will not be required. Do not use in the work prestressing steel that has experienced rusting to the extent that it exhibits pits visible to the naked eye.

The shipping package or form shall be clearly marked with the heat number and with a statement that the package contains high-strength prestressing steel. Exercise care in handling the materials. The type and amount of corrosion inhibitor used, the date when placed, safety orders and instructions for use shall also be marked on the package or form.

If the period of time between installation of prestressing steel and grouting of the tendon will exceed 10 calendar days, protect the prestressing steel from corrosion during the entire period it is in place but ungrouted as provided below.

When the plans provide for prestressing steel to be installed in one unit with a length of prestressing steel left projecting to be threaded into another unit during erection, protect all of the prestressing from corrosion from immediately after it is installed in the first unit until the tendon is grouted in the second unit as provided below.

When corrosion protection of in-place prestressing steel is required, directly apply a corrosion inhibitor that prevents rust or other results of corrosion to the prestressing steel. The corrosion inhibitor shall have no deleterious effect on the prestressing steel or grout or bonding of the prestressing steel to the grout. The inhibitor shall be water-soluble. The corrosion inhibitor, the amount and time of initial application, and the frequency of reapplication shall be subject to the engineer's approval.

C.11 Placement of Ducts

Rigidly support the ducts at the proper locations in the forms by using ties to reinforcing steel that are adequate to prevent displacement during concrete placement. Use supplementary support bars where needed to maintain proper alignment of the duct. Use hold-down ties to the forms when the buoyancy of the ducts in the fluid concrete would lift the reinforcing steel.

Rigidly support internal ducts by using ties to reinforcing steel every 24 inches.

External ducts shall have a maximum unsupported length of 25 feet, unless a vibration analysis is made.

The tolerance on the location of the tendons shall be plus or minus 1/4-inch at any point.

Splice joints between sections of duct with heat shrink couplers that do not result in angle changes at the joints and will prevent the intrusion of cement paste.

After placing of ducts and reinforcement and forming is complete, make an inspection to locate possible duct damage. Repair all unintentional holes or openings in the duct prior to concrete placing.

Grout openings, and securely anchor vents to the duct and either to the forms or to reinforcing steel to prevent displacement during concrete-placing operations.

After installation in the forms, at all the times, seal the ends of ducts to prevent entry of water and debris.

All ducts or anchorage assemblies for permanent post-tensioning shall be provided with vent pipes or other suitable connections at each end and at each side of couplers for the injection of grout after post-tensioning. Vent ducts at the high points of the post-tensioning steel profile when there is more than a 6-inch variation in the vertical position of the duct and the tendon length exceeds 400 feet. Where freezing conditions can be anticipated prior to grouting, install drains at the low points of all tendons to prevent the accumulation of water.

Vents shall be 1/2-inch minimum diameter standard pipe or suitable plastic pipe. Make all connections to ducts with metallic or plastic structural fasteners. Use waterproof tape at all connections including vent and grouting pipes.

Plastic components, if selected and approved, shall not react with the concrete or enhance corrosion of the post-tensioning steel, and shall be free of water-soluble chlorides.

The vents shall be mortar tight, taped as necessary, and shall provide means for injection of grout through the vents and for sealing the vents. Remove ends of steel vents at least 1 inch below the concrete surface after the grout has set and properly grouted over with an epoxy grout. Remove ends of plastic vents to the surface of the concrete after the grout has set.

Fit all grout injection and vent pipes with positive mechanical shut-off valves. Fit vents and injection pipes with valves, caps or other devices capable of withstanding the pumping pressures.

C.12 Placing Prestressed Steel in Ducts

Pre-assemble all prestressing steel in ducts. Accurately place and hold securely in position the prestressing steel and ducts during concrete placement.

Set anchorage devices or block-out templates for anchorages and hold so that their axis coincides with the axis of the tendon and anchor plates are normal in all directions to the tendon.

C.13 Protection of Steel After Installation

Continuously protect against rust or other corrosion prestressing steel installed in members prior to placing and curing of the concrete, or installed in the duct but not grouted within the time limit specified below, using a corrosion inhibitor placed in the ducts or directly applied to the steel. Protect the prestressing steel until grouted or encased in concrete. Prestressing steel installed and tensioned in members after placing and curing of the concrete and grouted within the time limit specified below will not require the use of a corrosion inhibitor described herein, and rust that may form during the interval between tendon installation and grouting will not be cause for rejection of the steel.

The permissible interval between tendon installation and grouting without the use of a corrosion inhibitor for various exposure conditions shall be taken as follows:

Very Damp Atmosphere or over saltwater (Humidity > 70%)	7 days
Moderate Atmosphere (Humidity from 40 to 70%)	15 days
Very Dry Atmosphere (Humidity < 40%)	20 days

After tendons are placed in ducts, seal the openings at the ends of the ducts to prevent entry of moisture.

Whenever electric welding is performed on or near members containing prestressing steel, attach the welding ground directly to the steel being welded. Protect all prestressing steel and hardware from weld spatter or other damage.

C.14 Placement of Anchorage Hardware

Properly place all materials according to the final design documents and the requirements stipulated by the anchorage device supplier. Exercise all due care and attention in placing anchorage hardware, reinforcement, concrete, and consolidation of concrete in anchorage zones. Obtain approval from both the engineer and the anchorage device supplier for modifications to the local zone details verified under provisions of Article 9.21, AASHTO Standard Specifications for Highway Bridges, and for testing as specified herein.

C.15 Post-tensioning Operations

C.15.1 Stress in Tendons

Tension all post-tensioning using hydraulic jacks so that the force of the prestressing steel shall not be less than the value shown on the approved shop drawings. The maximum temporary tensile stress (jacking stress) in prestressing steel shall not exceed 80 percent of the specified minimum ultimate tensile strength of the prestressing steel. The prestressing steel shall be anchored at initial stresses in a way that will result in the ultimate retention of permanent forces of not less than those shown on the approved shop drawings, but in no case shall the initial stress at the anchorage, after anchor set, exceed 70 percent of the specified minimum ultimate tensile strength of the prestressing steel.

Permanent force and permanent stress will be considered as the force and stress remaining in the prestressing steel after all losses, including creep and shrinkage of concrete, elastic shortening of concrete, relaxation of steel, thermal affect, losses in post-tensioned prestressing steel due to sequence of stressing friction and take-up of anchorages, and all other losses peculiar to the method or system of prestressing have taken place or have been provided for in an approved stressing plan.

When friction must be reduced, water-soluble oil or graphite with no corrosive agents may be used as a lubricant subject to the approval of the engineer. Flush lubricants from the duct as soon as possible after stressing is completed by use of water pressure. Flush these ducts again just prior to the grouting operations. Each time the ducts are flushed, immediately blow dry them with oil-free air.

C.15.2 Stressing Jacks

Each jack used to stress tendons shall be equipped with a pressure gauge having an accurate reading dial at least 6-inches in diameter for determining the jack pressure. The pressure gauge must be installed at or near the stressing ram. Prior to use for stressing on the project, each jack and its gauge shall be calibrated as a unit by a testing laboratory approved by the engineer.

Calibration shall be done with the cylinder extension approximately in the position that it will be when applying the final jacking force and with the jacking assembly in an identical configuration to that which will be used at the job site i.e., same length hydraulic lines. For each jack, furnish to the inspector certified calibration calculations and a calibration chart, both in English units of measure.

Recalibrate each jack at six month intervals and at other times when requested by the engineer. At the option of the contractor, calibrations subsequent to the initial laboratory calibration may be accomplished by the use of a master gauge.

The master gauge shall be calibrated at the same time as the initial calibration of the jacks, and shall be part of the unit for each jack. Furnish the data recorded during the initial calibrations to the engineer for use in the field. Supply the master gauge in a protective waterproof container capable of protecting the calibration of the master gauge during shipment. Provide a quick-attach coupler next to the permanent gauge in the hydraulic lines which enables the quick and easy installation of the master gauge to verify the permanent gauge readings. The master gauge shall remain in the possession of the engineer for the duration of the project.

If a jack is repaired or modified, recalibrate the jack at the approved testing laboratory. No extra compensation will be allowed for the initial or subsequent jack calibrations or for the use and required calibration of a master gauge.

C.15.3 Stressing of Tendons

Do not apply post-tensioning forces until the concrete has attained the specified compressive strength as evidenced by tests on representative samples of the concrete.

Store these samples under the same conditions as the concrete in order to accurately represent the curing condition of the concrete in place.

Provide for the review and approval by the engineer a record of gauge pressures and tendon elongations for each tendon. Elongations shall be measured to an accuracy of 1/16-inch. Do not cut off stressing tails of post-tensioned tendons until the stressing records have been approved.

The stress in tendons during tensioning shall be determined by the gauge or load cell ratings and shall be verified with the measured elongations. Calculations of anticipated elongations shall utilize the modulus of elasticity, based on nominal area, as furnished by the manufacturer for the lot of steel being tensioned, or as determined by a bench test of strands used in the work.

Tension all tendons to a preliminary force to eliminate any take-up in the tensioning system before elongation readings are started. This preliminary force shall be 20 percent of the final jacking force. Measure the initial force with a dynamometer, or by other approved method, so that its amount can be used as a check against elongation as computed and as measured. Mark each strand prior to final stressing to permit measurement of elongation and to ensure that all anchor wedges set properly. Measure the elongation in the tendon before and after release of the jack in order to determine the actual anchor set.

It is anticipated that there may be discrepancy in indicated stress between jack gauge pressure and elongation. In such event, the load used as indicated by the gauge pressure shall produce a slight overstress rather than understress. When a discrepancy between gauge pressure and elongation of more than 5 percent in tendons over 50 feet long or 7 percent in tendons of 50 feet or less in length occurs, carefully check the entire operation, determine the source of error, and correct before proceeding further. When provisional ducts are provided for addition of prestressing force in the event of an apparent force deficiency in tendons over 50 feet long, the discrepancy between the force indicated by gauge pressure and elongation may be increased to 7 percent before investigation into the source of the error.

In the event that more than two percent of the individual strand wires in a tendon break during the tensioning operation, remove the tendon and replace it. Previously tensioned strands shall not be allowed unless approved by the engineer.

Post-tensioning bars used to apply temporary post-tensioning may be reused if they are undamaged.

Cut prestressing steel using an abrasive saw within 3/4-inch to 1 1/2-inch away from the anchoring device. Flame cutting of prestressing steel is not allowed, except for pretensioned prestressing steel.

C.16 Grouting of Tendons

C.16.1 General

After post-tensioning and anchoring of a tendon has been completed and accepted, grout the annular space between the prestressing steel and the duct in accordance to this specification. In the interval between the post-tensioning and grouting operations, protect the prestressing steel as previously specified. Immediately after post-tensioning, temporarily seal all grout vents of each tendon with plugs to prevent entrance of air or water and leave in place until just prior to tendon grouting. Submit a grouting plan four weeks prior to grouting operations.

All grouting procedures shall conform to the requirements of PTI “Guide Specification for Grouting of Post-Tensioned Structures”, Second Edition, April 2003.

C 16.2 Equipment

The grouting equipment shall include a mixer capable of continuous mechanical mixing that will produce a grout free of lumps and undispersed cement, a grout pump, and standby flushing equipment with water supply. The equipment shall be able to pump the mixed grout in a manner that will comply with all requirements. Have a backup grout mixer on site at all times grouting takes place.

Provide accessory equipment that will provide for accurate solid and liquid measures to batch all materials.

The pump shall be a positive displacement type and be able to produce an outlet pressure of at least 150 psi. The pump shall have seals adequate to prevent introduction of oil, air, or other foreign substance into the grout, and to prevent loss of grout or water.

Place a pressure gauge having a full-scale reading of no greater than 300 psi at some point in the grout line between the pump outlet and the duct inlet.

The grouting equipment shall contain a screen having clear openings of 1/8-inch maximum size to screen the grout prior to its introduction into the grout pump. If a grout with a thixotropic additive is used, a screen opening of 3/16-inch is satisfactory. This screen shall be easily accessible for inspection and cleaning.

The grouting equipment shall utilize gravity feed to the pump inlet from a hopper attached to and directly over it. Keep the hopper at least partially full of grout at all times during the pumping operations to prevent air from being drawn into the post-tensioning duct.

Under normal conditions, the grouting equipment shall be capable of continuously grouting the largest tendon on the project in no more than 20 minutes.

Provide pipes or other suitable devices for injection of grout and to serve as vent holes during grouting. The material for these pipes shall be at least 1/2-inch inside diameter

and may be either metal or a suitable plastic which will not react with the concrete or enhance corrosion of the prestressing steel and is free of water-soluble chlorides. Fit these pipes with positive mechanical shut off valves capable of withstanding grouting pressures. Make all connections between a grout pipe and a duct with metal or plastic structural fasteners and taped with a waterproof tape as necessary to ensure a watertight connection.

For all vertical tendons which have strands as the prestressing steel, provide a standpipe at the upper end of the tendon to store bleed water and allow it to be reabsorbed by the grout. This device shall be designed so that the level of grout can be brought to an elevation which will assure that bleeding will at no time cause the level of the grout to drop below the highest point of the upper anchorage device. Make provision to ensure that the bleed water rises into the standpipe, not into the uppermost part of the tendon and anchorage device.

C.16.3 Mixing Grout

Mix grout in accordance with manufacturer's recommendations. See MASTERFLOW 1205 data.

C.16.4 Preparation of Ducts

Clean all ducts and ensure that all ducts are free of deleterious materials that would impair bonding or interfere with grouting procedures.

If a water-soluble lubricating oil or corrosion inhibitor (other than VPI powder) is applied to the prestressing steel or an embedded duct is discontinuous through a joint between segments, flush the tendon as provided below.

Immediately prior to grouting operations, flush the inside of the tendon with water meeting the requirements of Materials, under pressure, to remove all traces of the deleterious materials. Continue flushing operations until the discharge water is free of any traces of the deleterious materials. Following the flushing operation, totally drain the water from within the tendon and blow it out with compressed oil-free air to the extent necessary to dry the prestressing steel and the inside surfaces of the duct.

C.16.5 Placing Grout

Place all grout in accordance with the requirements of PTI "Guide Specification for Grouting of Post-Tensioned Structures," Second Edition, April 2003.

C.16.6 Temperature Considerations

When temperatures are below 32°F, keep ducts free of water to avoid damage due to freezing. Perform grouting when the temperature of the grout is below 45° F. The temperature of the concrete or air surrounding the tendon shall be maintained at 35°F or above from the time of grouting until the compressive strength of the grout, as determined from tests on 2-inch cubes cured under the same conditions as the in-place grout, exceeds 800 psi.

Under hot weather conditions, perform grouting early in the morning when daily temperatures are lowest. The grout temperature shall not be above 90° F during mixing or pumping. If necessary, cool the mixing water.

C.16.7 Protection of Prestress Anchorages

As soon as possible, but not more than 14 days after tensioning and grouting is completed, clean exposed end anchorages, strands, and other metal accessories of rust, misplaced mortar, grout, and other such materials. Immediately following the cleaning operation, uniformly coat the entire surface of the anchorage recess (all metal and concrete) with an epoxy meeting the requirements of AASHTO M235 (ASTM C881) Type II or V. Apply the epoxy in a manner and thickness as recommended by the manufacturer. While the epoxy is still tacky, fill the entire anchorage recess with grout meeting the requirements of this specification. The grout shall fill the recess to a clean, neat surface that is flush with the surrounding concrete.

C.16.8 Completion of Grouting

Upon completion of grouting, furnish a grouting report including dates and locations of placement, volume discrepancies and field observations.

D Measurement

The department will measure Post-Tensioning Strands by the pound acceptably completed.

E Payment

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0085.01	Post-Tensioning Strands	LB

Payment is full compensation for furnishing, installing, stressing and grouting prestressing steel; performing all calibrating; testing and submitting all test results; submitting all working details, diagrams, and documentation; and for furnishing all labor, tools, equipment, and incidentals necessary to perform the contract work.

34. Preboring Steel Piling, Item SPV.0090.01.

A Description.

This work consists of preboring steel foundation piling in accordance with the applicable provisions of section 511 of the standard specifications, as shown on the plans, and as hereinafter provided.

B (Vacant)

C Construction.

Prebore holes to the length or depth the plans show. Make the diameter of the hole 3 inches. Backfill bored holes through roadway embankments with sand after driving the piling.

D Measurement.

The department will measure Preboring Steel Piling by the linear foot acceptably completed.

E Payment.

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0090.01	Preboring Steel Piling	LF

Payment is full compensation for boring; for providing and placing necessary backfill material; for disposing of all material excavated by boring; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the contract work.

35. Fence Chain Link 4-FT Black Vinyl Coated, Item SPV.0090.02 and Gates Chain Link 20-FT Black Vinyl Coated, Item SPV.0060.03.

A Description

This special provision describes furnishing and erecting chain link fencing and a 20-foot gate with black vinyl coating at the locations shown on the plans and as directed by the engineer. The height of the fence shall be 4 feet.

Work and materials shall be in accordance with the applicable provisions of section 616 of the standard specifications and as hereinafter provided.

B Materials

Furnish new material for all parts. The city will not allow used, re-rolled, or open seam material in posts, rails and braces.

The vinyl coating color of all materials described herein shall be black and capable of withstanding atmospheric exposure and ultraviolet light. The vinyl coating of all materials shall be a Class B bonded coating in accordance with AASHTO M181, Type 4. Manufacturer's literature describing the vinyl coating shall be submitted to the engineer for review and approval.

- (1) Fabric. The core wire shall be a minimum of 9 gauge (.148- inch) thickness, galvanized and woven in a 1-inch mesh with standard salvages. The vinyl coating shall have a 10 mil minimum thickness. Galvanized wire coating of core wire shall include 0.30 ounces per square foot coverages.

- (2) Tension Wire. The tension wire shall be a minimum of 9 gauge (.148-inch) thickness with a zinc coating. The vinyl coating shall have a 10 mil minimum thickness. The wire shall be a 6 gauge outside diameter with finished coating.
- (3) Posts and Brace Rail. Vinyl coating shall consist of 10 to 14 millimeter thickness over galvanized posts and rail.
- (4) Fittings and Hardware. Vinyl coated as per manufacturer's specifications or may be coated with a baked polyester, urethane powder coating suitable for severe outdoor exposure including sun, temperature extremes, moisture, salt and abrasion.
- (5) Epoxy resin Grout. The railing posts shall be set in epoxy resin grout. The grout shall be one of the following or an approved equal:
 - Five Star Epoxy Grout, Five Star Products, Inc., 425 Stillson Road, Fairfield, CT 06430
 - Sikadur, 32, Hi-Mod, Sika Corporation, P.O. Box 297, Lyndhurst, NJ 07071
 - Alfane Epoxy Resin Cement, Atlas Minerals & Chemicals, Inc., P.O. Box 38, Mertztown, PN 19539

C Construction Methods.

(1) Fabrication. Fabrication and erection shall be in accordance with the pertinent requirements of Subsection 616.3.2 of the standard specifications except as otherwise shown on the plans or hereinafter required.

Flame cutting of material will not be permitted. Material one-half inch thick or less may be sheared, sawed or milled. Material over one-half inch thick shall only be sawed or milled.

(2) Storage Materials. All fence material shall be stored above the ground on platforms, skids, or other suitable supports. The material shall be kept free from grease, dirt, and contacts with dissimilar metals and protected as far as practical from moisture until such time that the fence has been erected.

Materials, before being laid out or worked, shall be straight. If straightening is necessary, it shall be done by methods that will not injure the appearance or strength of the metal. Sharp kinks and bends will be cause for rejection of the material.

(3) Erection. The fence shall be erected to the line and grade shown on the plans and shall be true to line and taut. One chain link fence gate with two 10-foot swing sections shall be install near East Maple Street as shown on the plans.

An approved commercial epoxy resin non-shrinking grout shall be used in setting the posts.

A 3 1/2-inch diameter hole shall be core drilled 9-1/2 inches deep in the bridge parapets at each location a fence post is designated to be placed as shown on the plans. Holes shall be drilled plumb. Holes shall be blown clean of all dirt and debris and shall be clean and dry before grout and posts are set.

The grout shall be placed into the cored hole immediately before setting the post so that the top surface of the grout will be located just below the drain hole in the post. The grout shall set the minimum time necessary to develop the manufacturer's recommended strength before stretching the chain link fabric.

All frame work shall be permanently positioned before the fabric is placed.

The fabric shall be placed by securing one end and then supplying sufficient tension at required intervals to remove all slack before making the attachment to the framework with fabric ties. The fabric shall be attached to posts with fabric ties at approximately 14-inch centers and to horizontal rails at approximately 24-inch centers.

D Measurement

The department will measure Chain Link Fence 4-FT Black Vinyl Coated in place by the linear foot from end posts, center to center, along the ground line acceptably installed.

The department will measure Gates Chain Link 20-FT Black Vinyl Coated by each unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Chain Link Fence 4-FT Black Vinyl Coated	LF
SPV.0060.03	Gates Chain Link 20-FT Black Vinyl Coated	EACH

Payment is full compensation for furnishing all materials; erecting posts, fence and gate; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the contract work.

36. Decorative Railing Bridge, Item SPV.0105.01.

A Description.

This section includes the decorative railings, without limitation, at the following on the South Chase Avenue Bridge Superstructure and Wingwalls.

A.1 Related Work

1. Sealing/Finishing
2. Concrete

A.2 Submittals

Deliver the following submittals to engineer and obtain engineer's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

A.2.1 Product data

Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

A.2. Samples

Submit the following samples and obtain Engineer approval prior to ordering materials:

Stainless Steel Post and Rails samples, showing edge treatment and mill finish.

A.2.3 Shop drawings

Submit the following for approval:

Shop drawings of all stainless steel posts, rails, and supports, clearly indicating all variations of railing types as shown in the plans.

Shop drawings to show all elevations, shapes, sizes, weld joints, fastener hole locations, angles, and supports for lights, conduit and junction boxes as shown in the plans.

Shop drawings to include all necessary schedules, material lists and site assembly diagrams.

A.2.4 Field Mock-ups

Provide full-scale mock-up including one full typical bay of the following railing system:

1. Pedestrian Bridge railing system (16'-0" bay).

Erect the full-scale mock-up on site for engineer's approval. Provide appropriate base condition to which mock-up shall be attached. Mock-up to show the following:

1. Complete assembly of conditions as described in drawings and specifications.
2. Full range of finish/sealant for all materials.
3. All attachment and miscellaneous hardware.

B. Materials.

B.1 Stainless Steel

All posts, rails, base plates, anchor bolt assemblies, nuts and washers shall be stainless steel.

The posts, rails and base plates shall be stainless steel Grade 310, cold formed conforming to ASTM A666 (minimum yield strength = 80 ksi).

Anchor bolts shall be stainless steel Type 304 (minimum tensile strength = 90 ksi). Handrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds applied horizontally or vertically down at any point on the top rail.

All built-up steel sections to be shop-welded.

All steel shapes to be shop-drilled and countersunk for attachment points as indicated in the plans.

All stainless steel elements to be brought to final shape, including all welding, drilling and easing of edges.

C. Construction.

C.1 Ordering Material

Order stainless steel shapes at the commencement of the project to allow for sufficient lead-time associated with special orders, (i.e. structural stainless steel defined in the plans may require 3 months for delivery). Verify lead times associated with ordering of all metals.

C.2 Fabrication

Fabricate work to be truly straight and plumb with sizes, shapes, and profiles indicated.

Shop-fabricate work to the greatest extent possible.

Clearly label pieces in shop to facilitate field assembly.

Perform welding in compliance with American Welding Society Code.

Choose materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness.

Fabricate work with uniform, hairline tight joints.

Form welded joints and seams continuously and grind flush and smooth to be invisible after finishing.

C.3 Installation

Strictly comply with manufacturer's instructions and recommendations.

Provide suitable anchors and fasteners to connect miscellaneous metal items to other construction as shown in drawings.

Railing system shall be permanently anchored.

Provide setting templates and diagrams and coordinate with other work so that adequate anchor bolts, blocking and bracing is in place and accurately located.

Make field assembly and connections with the same level of quality as shop fabricated work.

Set work accurately and truly plumb, level and aligned. Note that despite the curving horizontal geometry of the South Chase Avenue Bridge, all 16'-0" panels of the Chase Bridge superstructure railing system are straight.

Maintain allowable variation from true plumb, level, and line of +/- 1/8-inch in 20'-0".

Install and anchor all work to support all loads prescribed by codes.

C.4 Dissimilar Metals

Any instance of contact between stainless steel and painted steel should be separated with a neoprene or similar elastomeric gasket, to be approved by engineer.

C.5 Cleaning

As installation is completed, wash thoroughly using clean water and soap; rinse with clean water. Do not use acid solution, steel wool, or other harsh abrasives. If stain remains after washing, remove finish and restore in accordance with NAAMM Metal Finishes Manual.

C.6 Repair

Remove stained or otherwise defective work and replace with material that meets specification requirements.

D. Measurement

The department will measure Decorative Railing Bridge as a single lump sum unit.

E. Payment

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0105.01	Decorative Railings Bridge	LS

Payment is full compensation for furnishing all shop drawings, materials, fabrication, and installation; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the contract work.

37. Decorative Railing MSE Abutment Wall, Item SPV.0105.02.

A. Description

This special provision describes furnishing and installing a galvanized steel railing system on the new MSE Abutment Wall as shown on the plans, and in accordance with the applicable provisions of Section 513 of the Standard Specifications and as hereinafter provided.

B. Materials

Materials for fabrication of the railing system shall be tubular steel.

C. Construction

Shop fabricate posts and rails in panels. The railing system shall be zinc coated in accordance with ASTM A 123 and Section 513.3.3 of the standard specifications.

The railing system shall be anchored as shown on the plans.

D. Measurement

The department will measure Decorative Railing – MSE Abutment Wall as a single lump sum unit.

E. Payment

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0105.02	Decorative Railing - MSE Abutment Wall	LS

Payment is full compensation for furnishing all shop drawings, materials, fabrication, zinc coating, and installation; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the contract work.

38. MSE Abutment Wall, Item SPV.0165.01.

A Description

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

B Materials

B.1 Proprietary Mechanically Stabilized Earth Concrete Panel Wall Systems

(1) The department specifies approved concrete panel mechanically stabilized earth wall products on the department’s approved product list.

(2) Proprietary wall systems may be used for this work, but must conform to the requirements of this specification and be pre-approved for use by the department’s

Bureau of Structures, Structures Development Section. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the concrete panels shall be furnished to the engineer at least 14 days prior to the start of production. The department maintains a list of pre-approved systems of retaining walls. To be eligible for use on this project, a system requiring pre-approval must have been pre-approved and added to that list prior to the bid opening date.

- (3) To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision. Applications for pre-approval may be submitted at any time. Applications must be prepared in accordance with the requirements of chapter 14 of the department's Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Structures Development Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

B.2 Design Requirements

- (1) It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the department to show the proposed wall design is in compliance with the design specifications. Four copies of the following shall be submitted to the engineer for review and acceptance no later than 60 days from the date of notification to proceed with the project.
- (2) The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½ x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.
- (3) This work shall consist of furnishing the design, construction plans, construction specifications, shop drawings, materials, and the construction of a mechanically stabilized earth retaining wall as shown on the plans, as hereinafter provided and in accordance with the applicable portions of the AASHTO Standard Specification for Highway Bridges including interim specifications, the standard specifications, and standard engineering design procedures as determined by the department.
- (4) Design and construct the walls in accordance with the lines, grades and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting panels.

- (5) The design of the mechanically stabilized earth retaining walls shall consider the internal stability of the wall mass, including reinforcement pullout resistance. The design shall be in compliance with the current AASHTO standard specifications for Mechanically Stabilized Earth Walls, except that the maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without certified test values. The walls shall be designed for the heights shown on the plans, and shall include the effects of highway surcharge loading. The surface area of a single panel cannot exceed 60 square feet. The maximum height of a standard panel shall be 5 feet. The design of the steel reinforcement within the panels shall be based on one-way bending action. The soil reinforcement at the top of the wall shall be designed for an additional horizontal traffic load as given in AASHTO if a traffic rail or parapet is detailed. The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 the wall height or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement shall extend a minimum of 3 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches. 100% of the soil reinforcement shall be connected to the wall. Metal ground reinforcement shall be prefabricated into single or multiple elements before galvanizing. Ground reinforcement shall be fabricated to avoid piling, drainage structures or other obstacles in the fill without field modifications. Cutting or altering of the basic structural section of either the strip or grid at the site is prohibited.
- (6) Use full wall height slip joints at points of differential settlement when detailed on the plan. Design the wall panels and joints between panels to accommodate a differential settlement of 1 foot over a 100-foot length. Use a wall leveling pad that consists of poured concrete masonry, Grade A as given in section 501 of the standard specifications. The minimum cross section of the leveling pad shall be 6 inches deep by 1 foot wide. The minimum embedment to the top of the leveling pad shall be 1 foot 6 inches or as given in the plan or as given in Section 5.8.1 of AASHTO, whichever is greater. Potential depth of frost penetration at the wall location shall not be considered in designing the wall for depth of leveling pad.
- (7) Step the leveling pad to follow the general slope of the ground line. The leveling pad's steps shall keep the bottom of the wall within one half the panel height of the minimum embedment, i.e. the minimum embedment plus up to one half the height of one panel. Additional embedment may be detailed but will not be measured for payment.

B.3 Wall System Components

B.3.1 General

- (1) The walls shall have modular precast concrete face panels produced by a wet cast process, and have cast-in-place concrete pads or footings. Provide a sack rubbed finish in accordance with section 502.3.7.5 of the standard specifications and article titled Concrete Staining of these special provisions on the precast concrete face panels to be stained. All steel portions of the wall system exposed to earth shall be either galvanized or epoxy coated. All ground reinforcement steel required for the reinforced volume shall be connected to the face panels and shall develop a factor of safety for

the design force of 1.5 based on the failure load or based on the load at 0.5 inch deformation, whichever is less. The minimum strength of the precast concrete face panels shall be 4000 psi. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Horizontal joints must be provided with a compressible bearing material to prevent concrete-to-concrete contact.

- (2) An 18-inch wide geotextile shall be used on the back face of the wall panels to cover the panel joints. The geotextile shall meet the physical requirements as stated in subsection 645.2.4 of the standard specifications for Geotextile Fabric, Type DF, Schedule B, except that the grab tensile strength shall be 180 lb or above in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. A geosynthetic waterproof membrane is not required to cover the reinforced mass.

B.3.2 Backfill

- (1) Furnish and place backfill for mechanically stabilized earth concrete panel walls as shown on the plans and as hereinafter provided. The portion of backfill intended to be cellular concrete as shown on the plans shall conform to the requirements of the special provisions for that item. The portion of backfill not intended to be cellular concrete as shown on the plans shall meet the requirements herein specified.
- (2) Provide and use backfill that consists of natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. It shall not contain foundry sand, bottom ash, blast furnace slag or other potentially corrosive material.
- (3) Provide material conforming to the following gradation requirements.

<u>Sieve Size</u>	<u>Percentage by Weight Passing</u>
3 inches	100
No. 4 (4.74 mm)	25-100

- (4) The portion of the material passing the No. 4 sieve shall have a liquid limit not greater than 30 and a plasticity index not greater than 10 and shall conform to the following gradation requirements:

<u>Sieve Size</u>	<u>Maximum Percentage by Weight Passing</u>
No. 4 (4.74 mm)	100
No. 40 (425 µm)	75
No. 100 (150 µm)	15
No. 200 (75 µm)	8.0

- (5) In addition, backfill material shall meet the following requirements.

<u>Test</u>	<u>Method</u>	<u>Value</u>
PH	AASHTO T-289	4.5-10.0
Sulfate content	AASHTO T-290	200 ppm max.
Chloride content	AASHTO T-291	100 ppm max.
Electrical Resistivity	AASHTO T-288	3000 ohm/cm min.
Angle of Internal Friction	AASHTO T-236	30 degrees min.

- (6) Prior to placement of the backfill, obtain and furnish to the engineer certified test results that the backfill material complies with the requirements of this specification. Tests will be performed by a certified independent lab.

C Construction

C.1 Excavation and Backfill

- (1) Excavation will encompass the preparation of the foundation for the leveling pad and the reinforcing strips in accordance with section 206 of the standard specifications. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall. Construct the portion of backfill intended to be cellular concrete as shown on the plans in accordance with the special provisions for that item. Construct the portion of backfill not intended to be cellular concrete as shown on the plans in accordance with the requirements herein specified.
- (2) Compact all backfill behind the wall as specified in 207.3.6 of the standard specifications. For walls with a maximum height greater than 6 feet, compact the backfill to 95% of maximum density as determined by AASHTO T-99, Method C. Perform compaction testing. Conduct testing at a minimum frequency of 1 test per 2-foot layer per 200 feet of wall, or major portion thereof. Deliver documentation of all compaction testing results to the engineer at the time of testing. The cost of compaction testing shall be considered incidental to the cost of the wall.
- (3) Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

C.2 Panel Tolerances

- (1) As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. Vertical tolerances and horizontal alignment tolerances shall not exceed 3/4-inch when

measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be 3/4-inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed 1/2-inch per 10 feet of wall height. Erect the precast face panels to insure that they are located within 1 inch from the contract plan offset at any location to insure proper wall location at the top of the wall. Failure to meet this tolerance may cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. Provide a 3/4-inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins.

C.6 Geotechnical Information

(1) Geotechnical data to be used in the design of the wall is given on the wall plan. The allowable soil bearing capacity is given on the plan. After completion of excavation, the engineer will inspect the site and determine if the depth of the excavation and the character of the foundation material is adequate prior to any preparation of the foundation for the leveling pad.

D Measurement

(1) The department will measure MSE Abutment Wall in area by the square foot of face on a vertical plane between the top of the leveling pad and a line indicating the top of wall including wall cap or copings as required and shown on the plans. Unless ordered by the engineer, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	MSE Abutment Wall	SF

(2) Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system; providing backfill, backfilling, and performing compaction testing; and for furnishing all tools, labor, equipment, and incidentals necessary to complete the contract work. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

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

39. Concrete Staining, Item SPV.0165.02.

A. Description.

This special provision describes furnishing and applying a two-coat concrete stain to the exposed concrete surfaces of the structure as detailed in the plans, and as hereinafter provided.

B. Materials.

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces in accordance with subsection 502.3.7.5 of the standard specifications.

The mortar shall contain and be compatible with one of the following Acrylic Bonding Admixtures mixed and applied as given by the manufacturer.

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

B.2 Concrete Stain

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
*TK-1450 Urethane Anti-Graffiti Primer by TK Products
Safe-Cure and Seal EPX by Chem Masters
H + C Shield Plus by Sherwin-Williams
(*Natural Look)

The color of the stain shall be brown and/or buff-tan as stated in the plans. Provide three drawdowns of each color noted to the engineer for review. Final selection to be made by the engineer based upon field samples.

C. Construction.

Furnish, prepare, apply, cure and store all materials according to product manufacturer directions specified for the type and condition of application required.

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

C.1 Preparation of Concrete Surfaces

Provide a sack rubbed finish as given in subsection 502.3.7.5, using mortar as indicated above, on concrete surfaces with open voids or honeycombing.

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

C.2 Staining Concrete Surfaces

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

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

The base coat shall be tinted to match the finish coat, and the two coats shall be compatible with each other.

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

C.3 Test Areas

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

C.4 Surfaces to be Coated

Apply concrete stain to the surfaces as given on the plan.

D. Measurement

The department will measure Concrete Staining by the square foot acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Concrete Staining	SF

Payment is full compensation for furnishing and applying the two-coat system, for concrete surface preparation, preparation of sample panels, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

40. Geotextile Fabric Type FF, Item SPV.0180.01.

A Description

This special provision describes furnishing, installing and removing geotextile fabric and fabric hold down systems for filtering storm water, as shown in the plans and as hereinafter provided.

B Materials

Furnish type FF geotextile fabrics conforming to subsection 645.2.1 of the standard specifications except use a woven polypropylene fabric. Furnish type FF geotextile fabrics selected from the department's erosion control product acceptability list (PAL). Obtain copies of the erosion control PAL and prequalification procedure from the Bureau of Technical Services.

C Construction

Meet the pertinent requirements as set forth in subsection 645.3 of the standard specifications and as follows:

Install in accordance to the plan details for the intended use in such a manner to preclude ripping and tearing of the fabric, or otherwise rendering the fabric or assembly ineffective for its intended use.

D Measurement

The department will measure Geotextile Fabric, Type FF by the square yard of surface area of the fabric placed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Geotextile Fabric, Type FF	SY

Payment is full compensation for furnishing, transporting, installing and removing the fabric and fabric hold down systems; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

FEBRUARY 1999

LIST OF SUBCONTRACTORS

Section 66.29(7), Wisconsin Statutes, provides that a bidder, as a part of his proposal, shall submit a list of the subcontractors he proposes to contract with and the class of work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from a proposal.

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	Estimated Value
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

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.

ADDITIONAL SPECIAL PROVISION 3

Disadvantaged Business Enterprise Development. This item shall consist of concerted efforts by the contractor as part of its affirmative action responsibilities to train and develop minority business enterprises to become fully qualified contractors in the transportation construction field. Hereafter, minority business enterprise refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the Wisconsin Department of Transportation. It is the intention of this provision that firms owned and controlled by women be included as a presumptive group within the definition of Disadvantaged Business Enterprise (DBE).

The contractor will aggressively solicit DBE subcontractor and/or supplier quotes and incorporate them in its bid for work on this project by making systematic written and verbal contact with DBEs likely to have an interest in transportation construction work.

In this contract, the contractor shall procure services, materials, or subcontract the minimum percentage as shown on the cover of the Highway Work Proposal of the total amount bid to one or more certified DBEs. The Department maintains and furnishes the list of DBEs considered certified. If the proposed DBE is uncertified, the contractor must appeal to the Department to establish the eligibility of the DBE to become certified. This goal may be accomplished through the use of any combination of ethnic or women owned businesses certified as DBEs by the Department.

It is the intent of this specification that the percentage goal specified be fulfilled as indicated. However, if the contractor considers such fulfillment to be impossible of attainment, and if the contractor can demonstrate to the satisfaction of the Department that such utilization is not feasible, the Department may accept a varying percentage in lieu of the designated percentage for the DBE classification.

The contractor is encouraged to develop DBEs in areas of construction where these firms have traditionally been non-competitive. Therefore, the DBE goal on this contract may be reduced by the Department up to 50 percent for DBE work in the non-traditional construction categories of: concrete paving, asphalt paving, excavating and heavy grading, aggregate production, structures and major culvert installation. Any goal reduction is discretionary by the Department and will only be granted where it is clear the intended work will benefit the development and experience of the DBE.

Credit toward the required DBE goal is allowed for supplies and materials furnished by DBEs. However, the DBEs must assume the actual contractual responsibilities for furnishing the supplies and materials and also manufacture them. For these purposes, a manufacturer is a supplier that either produces goods from raw materials or substantially alters them before resale. When the supplier is not the manufacturer, only 60 percent of the expenditure to the supplier may be credited toward the DBE goal, provided the supplier performs a commercially useful function in the transaction.

Nevertheless, in order for the Department to execute a contract with a bidder that has failed to meet the specified DBE contract goal, the Department must determine that the bidder's good faith efforts were those that, given all relevant circumstances, a bidder activity and aggressively seeking to meet the goal would make.

Good faith efforts are to include contacts with the Department's Office of Disadvantaged Business Programs. In determining whether a contractor has made good faith efforts, the Department will usually look not only at the different kinds of efforts that the bidder has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goal. Even if the efforts are sincerely motivated, they are not considered to be good faith efforts if, given all relevant circumstances, they could not

reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

Within ten working days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the subcontract or supply agreement and the dollar amount of such items of work. Failure by the contractor to furnish the necessary information within the specified time frame does not negate the Department's right to award and execute the contract; however, good faith efforts after the submittal requirement will be discounted. Delay in fulfilling this requirement shall not constitute a cause for extension of the contract time. All other aspects of this minority business enterprise requirement shall be in accordance with appropriate provisions of Part 26 of Volume 49 of the Code of Federal Regulations entitled "Participation by Minority Business Enterprises in Department of Transportation Programs."

The contractor shall also provide or arrange for direct assistance to the DBEs in such areas as providing information to prepare intelligent quotations, insuring that the DBE can read and understand highway plans, assisting in reaching a full understanding of the Standard Specifications and contract requirements applicable to the DBE portion of the work, appropriate cost accounting and other business practices, and other actions aimed at continued development of the DBE into a viable highway contracting business.

The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.

The work herein prescribed will not be paid for separately, but will be considered incidental to other items of work included in the contract.

Failure on the part of the bidder to meet the DBE goal and to meet an adequate level of good faith efforts will, at the discretion of the Department, be deemed failure to execute the contract, be just cause of the cancellation of the award, and such other actions as deemed appropriate.

The entire provisions of this item do not apply if the bidder, excluding joint ventures, is a certified DBE.

COMMITMENT TO SUBCONTRACT TO DBE NON-TRADITIONAL PROJECTS

Wisconsin Department of Transportation

DT1880 4/2010 s.84.06(2) Wis. Stats.

Project(s): _____

Prime Contractor: _____
County: _____

Letting Date: _____

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted within **10 business days** after the notification of contract award. Completion of the following information indicates your intent in the fulfillment of these contract requirements.

Total \$ Value of: _____

Prime Contract: _____

DBE Contract Goal: _____ %

This form must be completed and returned for THIS contract. See reverse side for instructions.

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK		SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$)		TOTAL %	
			V (\$)		TOTAL %	

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL		SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$)		TOTAL %	
			V (\$)		TOTAL %	

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D		\$ VALUE	Government Use Only Adjusted Amounts
					O=	L=		
					O=	L=		
					O=	L=		
					O=	L=		
					O=	L=		
		SUBTOTAL DBE \$ VALUE	A (\$)		TOTAL %			
			V (\$)		TOTAL %			
		GRAND TOTAL DBE \$ VALUE	A (\$)		TOTAL %			
			V (\$)		TOTAL %			
			T =		TOTAL %			

I certify that arrangements have been made for the foregoing work with the listed DBE Contractors. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State (Trans 504) and Federal laws.

O = Owned Trucks Used on Project	Government Use Only Approved Amounts		X
L = Leased Trucks Used on Project	A = \$	%	(Authorized Agent)
	V = \$	%	(Date)
A = Assigned (DBE Conscious)	Total = \$	%	Mail to: Wisconsin Department of Transportation DBE Programs Office, Rm. 451 PO Box 7965 Madison, WI 53707-7965
V = Voluntary (DBE Neutral)	Signature: _____		
Date: _____			
Good faith waiver granted: Yes <input type="checkbox"/> No <input type="checkbox"/>			

Instructions For Completing Commitment To Subcontract To DBE Form:

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
 - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
 - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
 - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed **on the next line** for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Certificate of Good Faith Efforts form (DT1202 6/2007.)

Instructions For Completing Attachment A Form:

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
 - a. A minimum of one truck owned by the DBE must be used on the contract.
 - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
 - c. For one truck owned by the DBE firm, they can receive DBE credit for a truck leased from a non-DBE firm (one DBE truck owned = one non-DBE truck leased).
 - d. Trucks leased from non-DBE firms above the one-for-one ratio described in letter c, will be given DBE credit only for the brokerage fee charged by the DBE.
 - e. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

If you have questions about filling out these forms, please contact the Civil Rights and Compliance Office at (608) 266-6961.

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	Total \$ Value of Prime Contract:

Name of DBE Firm Participating in this Contract:
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>
Type of Work or Type of Material Supplied:
Total Subcontract Value:

<p>FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p>FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.</p> <p>FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks and material hauled as listed below.</p>	Participating DBE Firm Representative's Signature
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	Date

# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

ADDITIONAL SPECIAL PROVISION 4

Payment to all Subcontractors. Within 10 calendar days of receipt by a contractor of a progress payment for work performed, materials furnished, or materials stockpiled by a subcontractor, the contractor shall pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.

The contractor agrees further to release retainage amounts to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. In addition, whenever the Department reduces the contract retainage amount, within 10 calendar days of receipt by a contractor of a retainage payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

The contractor shall pay the subcontractor within the time frames described above unless the contractor complies with both of the following within 10 calendar days of receiving the Department's progress payment:

- 1) The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
- 2) The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.

The contractor's request for approval should include the written notification to the subcontractor and shall provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor shall pay the subcontractor within 10 calendar days of the Department's decision.

All subcontracting agreements made by a contractor shall include the above provisions and shall be binding on all contractors and subcontractors.

The contractor certifies compliance with the requirements of this Additional Special Provision by signing the contract. This clause applies to both DBE and non-DBE subcontractors.

ADDITIONAL SPECIAL PROVISIONS 5**Fuel Cost Adjustment****A Description**

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$2.90 per gallon.

D Computing the Fuel Cost Adjustment

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

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

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

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

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

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

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

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

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

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

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

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment

or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor

agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large

circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in

all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during

all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not

less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

“Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the

overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting

agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to

be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is

submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2012

ADDITIONAL FEDERAL-AID PROVISIONS

BUY AMERICA

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials 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.

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these Buy America provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/cmm/forms/ws4567.doc>

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



Buy America Certification

WS4567

2/15/12

Wisconsin Department of Transportation

Project ID: _____ Highway: _____ County: _____

Name of Road/Project: _____

Prime Contractor: _____

Address: _____

Contact Person: _____ Phone: _____

DOT Project Manager: _____ Project Leader: _____

The undersigned certifies that only domestic steel and iron will be permanently incorporated into the construction portion of the Project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States. This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the Contract Price.

Signature _____

Typed or Printed Name _____

Title _____

Date _____

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/13/2012
Amended On: 03/02/2012

DETERMINATION NUMBER: 201200107

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2012. If NOT, You MUST Reapply.

PROJECT NAME: ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS.-CITY OF MILWAUKEE

PROJECT LOCATION: MILWAUKEE CITY, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF MILWAUKEE-DEPT OF PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	33.43	19.31	52.74
102	Boilermaker	31.09	21.87	52.96
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50 on 6/01/2012; Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.58	16.37	51.95
104	Cabinet Installer	29.06	15.16	44.22
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.43	19.31	52.74
106	Carpet Layer or Soft Floor Coverer	31.68	18.55	50.23
107	Cement Finisher	30.87	16.33	47.20
108	Drywall Taper or Finisher Future Increase(s): Add \$2.20/hr on 6/1/2012	28.97	17.74	46.71
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.54	20.95	52.49
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	27.00	0.00	27.00
112	Fire Sprinkler Fitter	36.82	19.03	55.85
113	Glazier	32.25	16.20	48.45
114	Heat or Frost Insulator	33.28	22.45	55.73

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	31.31	21.54	52.85
117	Lather	31.68	18.41	50.09
118	Line Constructor (Electrical)	35.97	18.08	54.05
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	35.53	15.92	51.45
121	Metal Building Erector	21.05	7.82	28.87
122	Millwright	28.30	23.29	51.59
123	Overhead Door Installer	26.53	0.00	26.53
124	Painter Future Increase(s): Add \$2.20/hr on 6/1/2012. Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	28.97	17.74	46.71
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	28.11	23.94	52.05
127	Pipeline Fuser or Welder (Gas or Utility)	30.52	18.84	49.36
129	Plasterer	20.13	1.03	21.16
130	Plumber	36.97	17.47	54.44
132	Refrigeration Mechanic	37.21	19.04	56.25
133	Roofer or Waterproofer Future Increase(s): Add \$.50/hr. effective 06/01/2012	29.40	15.05	44.45
134	Sheet Metal Worker	37.20	16.37	53.57
135	Steamfitter	38.26	19.49	57.75
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	24.65	15.67	40.32
138	Temperature Control Installer	29.63	19.17	48.80
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
141	Tile Finisher	23.76	16.05	39.81
142	Tile Setter	29.95	15.64	45.59
143	Tuckpointer, Caulker or Cleaner Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.35	15.92	50.27
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	25.32	15.30	40.62
147	Siding Installer	36.60	16.37	52.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	27.42	15.10	42.52
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	32.32	16.75	49.07
203	Three or More Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.32	17.60	50.92
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	24.91	15.35	40.26

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	28.82	15.61	44.43
302	Asbestos Abatement Worker	21.58	17.83	39.41
303	Landscaper	12.50	2.20	14.70
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.14	15.53	34.67
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	17.24	15.00	32.24
314	Railroad Track Laborer	17.00	1.06	18.06

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).	32.32	18.18	50.50
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	33.32	17.60	50.92

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	32.32	17.59	49.91
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO).	37.45	19.45	56.90
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	39.16	19.10	58.26

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	38.66	19.10	57.76
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	38.16	19.10	57.26
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	38.16	19.10	57.26
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	37.47	19.10	56.57

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.44	19.10	49.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	31.26	17.40	48.66
516	Fiber Optic Cable Equipment	25.74	15.85	41.59

SEWER, WATER OR TUNNEL CONSTRUCTION
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.53	15.92	51.45
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.43	19.31	52.74
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	27.14	19.22	46.36
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.54	20.95	52.49
111	Fence Erector	27.00	0.00	27.00
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.31	22.22	53.53
118	Line Constructor (Electrical)	35.97	18.08	54.05
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	28.11	23.94	52.05
130	Plumber	36.18	16.86	53.04
135	Steamfitter	35.81	19.04	54.85
137	Teledata Technician or Installer	24.65	15.17	39.82

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	34.30	15.47	49.77
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	27.42	15.10	42.52
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	23.00	8.64	31.64
203	Three or More Axle	17.54	13.41	30.95
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	17.54	13.41	30.95

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.73/hr on 6/4/2012. Premium Increase(s): Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	27.72	15.61	43.33

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
303	Landscaper	12.50	2.20	14.70
304	Flagperson or Traffic Control Person	22.50	12.90	35.40
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.09	14.40	31.49
314	Railroad Track Laborer	17.00	1.06	18.06

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	39.16	19.10	58.26
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane.	33.91	18.55	52.46

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane.	32.96	18.55	51.51
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.89	18.12	49.01
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane.	30.51	18.55	49.06
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	29.44	18.10	47.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.43	19.31	52.74
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	29.33	17.03	46.36
109	Electrician	31.64	23.78	55.42
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	31.31	21.54	52.85
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	27.87	14.39	42.26
125	Pavement Marking Operator	27.87	14.39	42.26
126	Piledriver Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.56	24.96	54.52
133	Rofer or Waterproofer	28.85	14.60	43.45
137	Teledata Technician or Installer	24.65	15.17	39.82
143	Tuckpointer, Caulker or Cleaner	34.30	15.47	49.77
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.87	16.10	49.97
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.35	16.19	38.54
203	Three or More Axle	24.91	15.63	40.54
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
205	Pavement Marking Vehicle	23.84	14.70	38.54
206	Shadow or Pilot Vehicle	24.76	15.35	40.11
207	Truck Mechanic	24.91	15.63	40.54

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	24.34	17.85	42.19
302	Asbestos Abatement Worker	22.00	16.86	38.86
303	Landscaper	23.71	15.03	38.74
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	20.83	17.85	38.68
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.09	14.40	31.49
314	Railroad Track Laborer	17.00	1.06	18.06

**HEAVY EQUIPMENT OPERATORS
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane Wlth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.22	18.90	52.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.96	18.90	51.86
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.67	18.90	51.57
536	Fiber Optic Cable Equipment.	24.39	15.45	39.84
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	26.80	18.52	45.32

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.53	15.92	51.45
105	Carpenter	29.06	15.16	44.22
107	Cement Finisher	27.57	16.33	43.90
109	Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.74	17.86	46.60
111	Fence Erector	27.00	0.00	27.00
116	Ironworker	31.31	21.54	52.85
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	28.47	16.74	45.21
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	28.11	23.94	52.05
133	Rofer or Waterproofer	28.85	14.60	43.45
137	Teledata Technician or Installer	24.65	15.17	39.82
143	Tuckpointer, Caulker or Cleaner	34.30	15.47	49.77
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	14.42	43.20
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	15.00	0.00	15.00
203	Three or More Axle	20.00	6.00	26.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
206	Shadow or Pilot Vehicle	15.00	0.00	15.00
207	Truck Mechanic	20.00	6.00	26.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	21.73	17.04	38.77
303	Landscaper	22.96	15.37	38.33
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	23.55	13.45	37.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.09	14.40	31.49
314	Railroad Track Laborer	17.00	1.06	18.06

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	<p>Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	34.22	18.90	53.12
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.72	18.90	52.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	31.89	18.22	50.11
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.22	18.90	52.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	24.39	15.45	39.84
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	38.06	18.10	56.16

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
552	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.72	18.90	52.62
553	<p>Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p>	31.52	17.50	49.02

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	32.67	18.55	51.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	32.67	18.55	51.22
556	Fiber Optic Cable Equipment.	24.39	15.45	39.84

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
101	Acoustic Ceiling Tile Installer	27.00	1.16	28.16
102	Boilermaker	31.09	21.87	52.96
103	Bricklayer, Blocklayer or Stonemason	26.22	13.80	40.02
104	Cabinet Installer	26.00	2.33	28.33
105	Carpenter	31.68	7.03	38.71
106	Carpet Layer or Soft Floor Coverer	21.40	6.01	27.41
107	Cement Finisher	28.00	10.10	38.10
108	Drywall Taper or Finisher Future Increase(s): Add \$2.20/hr on 6/1/2012	28.97	17.74	46.71
109	Electrician	31.10	6.01	37.11
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	17.64	4.66	22.30
112	Fire Sprinkler Fitter	36.39	16.97	53.36
113	Glazier	36.23	8.04	44.27
114	Heat or Frost Insulator	29.04	19.73	48.77
115	Insulator (Batt or Blown)	11.00	2.51	13.51
116	Ironworker	23.05	4.06	27.11
117	Lather	28.15	15.14	43.29
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	35.53	15.92	51.45
121	Metal Building Erector	15.19	2.00	17.19
123	Overhead Door Installer	23.00	8.00	31.00
124	Painter	23.00	2.81	25.81

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
125	Pavement Marking Operator	26.00	0.00	26.00
129	Plasterer	30.36	7.15	37.51
130	Plumber	37.42	17.92	55.34
132	Refrigeration Mechanic	25.00	0.51	25.51
133	Rofer or Waterproofor Future Increase(s): Add \$.50/hr. effective 06/01/2012	29.40	15.05	44.45
134	Sheet Metal Worker	28.15	15.14	43.29
135	Steamfitter	32.59	11.05	43.64
137	Teledata Technician or Installer	19.23	5.32	24.55
138	Temperature Control Installer	22.00	2.64	24.64
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher	23.96	15.50	39.46
142	Tile Setter	27.00	1.91	28.91
143	Tuckpointer, Caulker or Cleaner	32.50	1.62	34.12
146	Well Driller or Pump Installer	27.60	0.00	27.60
147	Siding Installer	16.00	0.00	16.00

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	16.25	2.25	18.50
203	Three or More Axle	17.00	7.63	24.63
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	19.00	1.75	20.75

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	17.50	6.16	23.66
302	Asbestos Abatement Worker	17.00	2.21	19.21
303	Landscaper	11.00	2.07	13.07
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.09	14.40	31.49

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	32.56	10.76	43.32
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	17.40	0.44	17.84

***** END OF RATES *****

**AFFIDAVIT OF COMPLIANCE
WITH WISCONSIN STATUTE 103.503
SUBSTANCE ABUSE PREVENTION REQUIREMENTS**

STATE OF _____) PROJECT NAME _____
 _____) ss.
 _____ COUNTY) DPW Contract No. _____

I, _____, being first duly sworn state that:
 (Print name)

1. I am the _____, of _____, a _____.
 (Title) (Company Name) (State)
 Corporation, partnership, or individual of _____,
 (City, Village, Township) (State)

and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.

2. I have entered into City of Milwaukee, Department of Public Works' Contract No. _____, to which the provisions of Wis. Stat. 66.0903 apply.

3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.

4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

<u>Title</u>	<u>Officer Name</u>	<u>Address</u>
<u>President</u>	_____	_____
<u>Vice President</u>	_____	_____
<u>Secretary/Treasurer</u>	_____	_____

Subscribed and sworn before me this _____
 day of _____, 20____.

 Notary Signature
 Notary Public, State of _____
 My Commission Expires: _____

 Contractor Signature

CITY OF MILWAUKEE – DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF COMPLIANCE

**DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS**

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business was not in existence prior to 1865.

_____ This business was in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business was in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20____

NOTARY PUBLIC _____ County, State

SIGNATURE: _____

PRINT NAME: _____

My commission expires: _____

Ref: slaverydisclosureaffidavit