

HIGHWAY WORK PROPOSAL

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

Proposal Number:

15

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Brown	1481-07-71	WISC 2014 072	Monroe Avenue, Green Bay Cass Street - Main Street	STH 29/54/57

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 11, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time Eighty (80) Working Days	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Grading, base aggregate, storm sewer, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, traffic signals, street lighting, permanent signing, pavement marking.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1481-07-71, Monroe Avenue, city of Green Bay, Cass Street – Main Street, STH 29/54/57, Brown 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, 2014 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20130615)

2. Scope of Work.

The work under this contract shall consist of pavement removal, grading, excavation, base aggregate, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, traffic signals, street lighting, marking and 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 time frame for construction of the project within the 2014 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. 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.

Prior to beginning operations under this contract submit, in writing, a proposed schedule of operations to the engineer for approval. The schedule of operations shall conform to the construction staging in the plans. Operations shall not be moved ahead within the

proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer.

4. Traffic.

A Detour

The roadway will be closed to through traffic during construction from Mason Street to Main Street. A detour route will be provided as follows and as shown in the plans:

STH 57, STH 54, and STH 29 are all routed together on Monroe Avenue. Regional detours will be established for these roadways as follows:

STH 57

Northbound - STH 32/57 to STH 32 (Main St-8th St-Ashland Ave) to CTH HH/Vanderperren Way to STH 172 (east) to I 43 (north) to STH 54/57. The length of this detour is approximately 13 miles with an estimated travel time of 17 minutes. No improvements are planned along the detour route.

Southbound - STH 54/57 to I 43 (south) to STH 172 (east) to STH 57. The length of this detour is approximately 9 miles with an estimated travel time of 12 minutes. No improvements are planned along the detour route.

STH 54

Eastbound STH 54 to USH 41 (south) to STH 172 (east) to I 43 (north) to STH 54/57; westbound would be the reverse route. The length of this detour is approximately 14 miles with an estimated travel time of 19 minutes. No improvements are planned along the detour route.

STH 29

Eastbound STH 29 to USH 41 (south) to STH 172 (east) to I 43 (south) to USH 141/CTH MM (north) to STH 29; westbound would be the reverse route. The length of this detour is approximately 15 miles with an estimated travel time of 20 minutes. No improvements are planned along the detour route.

The city will sign the following alternate routes for local traffic to utilize:

- Southbound Monroe Ave to Main St (east) to Webster Ave (south).
- Northbound Monroe Ave to Mason St (east) to Webster Ave (north).
- No improvements are planned along the alternate routes.

B General

Close the Mason Street westbound and eastbound off-ramps to Monroe Avenue. Maintain local access from Cass Street to Chicago Street. Maintain cross street vehicle traffic and pedestrian traffic at the intersections of Chicago Street, Walnut Street, and Main Street. Provide an additional pedestrian crossing at the Pine Street and Stuart Street intersections. Maintain pedestrian access along Monroe Avenue to all abutting properties. Maintain vehicle access to existing businesses north of Chicago Street via the side streets.

Construct the storm sewer from Main Street north to the East River under traffic. Maintain a minimum of one lane for northbound traffic and one lane for southbound traffic at all times.

Wisconsin Lane Closure System Advanced Notification

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

Lane closures (without width, height or weight restrictions)	3 business days
Service ramp closures	3 business days
Extended closure hours	3 business days
System ramp closures	7 calendar days
Local street openings/closings	7 calendar days
Lane closures (with width, height or weight restrictions)	14 calendar days
Project start	14 calendar days
Full freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Non-compliance with the above requirements may result in non-approval of a closure. No time extensions as described in standard spec 108.10 will be granted for non-approval of a closure. The department will not assume damages accrued due to non-approval of a closure, including but not limited to mobilization costs, traffic control costs, and other damages for delays to the contract.

C Cass Street to Chicago Street Intersection

Maintain local access from Cass Street to Chicago Street in accordance to the traffic control details. Maintain cross street vehicle traffic and pedestrian traffic at the intersection of Chicago Street. The intersection of Chicago Street may be closed to vehicle and pedestrian traffic during concrete paving operations for the intersection. When Chicago Street is closed, Crooks Avenue shall be open to cross traffic for both vehicles and pedestrians. Remove the existing traffic signals at Chicago Street as part of the road closure of Monroe Avenue. Replace these signals with stop signs at the Chicago Street approaches.

Due to the location of the existing median between Cass Street and Mason Street, driveway access to properties on the east side of the median during stage one and on the west side during stage two may be closed during concrete paving operations. Limit these closures to the paving and curing periods required for pavement, curb and gutter, sidewalk and concrete driveways. Notify property owners a minimum of 48 hours in advance of driveway access restrictions or changes.

D Walnut Street Intersection

Maintain cross street vehicle traffic and pedestrian traffic at the Walnut Street intersection. Stage construction at this intersection in order to maintain one lane of traffic

in each direction at all times. Remove the existing traffic signals at Walnut Street at the time of road closure and replace with stop signs at the Walnut Street approaches.

E Main Street to the East River

With the exception of the southbound through, eastbound rights, and westbound left turn movements, maintain all traffic movements at the Main Street intersection at all times except during storm sewer operations through the Main Street intersection. A night time closure of the east and west approaches will be allowed for the construction of the storm sewer mainline across Main Street. Coordinate the closure with the City of Green Bay; contact Kristin Romanowicz at (920) 448-3100. Maintain a minimum of one lane for eastbound traffic and one lane for westbound traffic during paving operations required to restore the storm sewer trenches. The eastbound left turn lane may be closed during paving operations on Main Street.

Maintain a minimum of one lane for northbound traffic and one lane for southbound traffic on Monroe Avenue from Main Street to the East River during storm sewer operations in accordance to plan details.

F Moravian and Howe Streets

These streets are both one-way streets that form T-Type intersections with Monroe Avenue. Moravian Street is one-way westbound and Howe Street is one-way eastbound. In order to maintain access to properties along these roadways, the City of Green Bay will convert both streets to two-way streets while construction is on-going. The total width of both streets is 30-feet from face of curb to face of curb. The city's intent is to maintain parking on one side of the road for each street but will monitor traffic operations during construction. If the street is too narrow to safely accommodate both two-way traffic and parking the city will eliminate parking and "bag" the existing parking meters. All signing, marking, and "bagging" of parking meters will be done by city forces. Coordinate the conversion of these streets to two-way traffic during construction with Dave Hansen at (920) 448-3100.

G Additional Pedestrian Accommodations

Pedestrian and vehicle cross traffic is required at the Chicago Street / Crooks Street, Walnut Street and Main Street intersections. Provide additional crossings for pedestrians only at the Pine Street and Stuart Street intersections during construction. The Pine Street crossing is needed for access to public parking lots on the east side of Monroe Avenue; remove the existing signals at Pine Street at the time of road closure. The Stuart Street crossing is needed for access to Jackson Park.

Maintain pedestrian access to businesses and residences throughout the duration of the project on existing concrete sidewalks, temporary asphalt sidewalks, or new concrete sidewalks. Stage the construction of sidewalk by maintaining the existing concrete sidewalk or new concrete sidewalk on at least one side of the road. Once any section of concrete sidewalk has been removed, install temporary or permanent concrete sidewalk within ten working days of the removal.

Maintain pedestrian cross traffic throughout the duration of the project. Install safety fence at the designated pedestrian crossings to separate pedestrians from the work areas. The item temporary crosswalk access is included in the contract quantities for these crossing locations. Temporary crosswalk access is also included for each side street crossing throughout the project.

Temporary sidewalk closures are allowed in order to install storm sewer laterals up to the right-of-way line. Install traffic control in accordance to the standard detail drawing "Traffic Control, Sidewalk Closure". Limit temporary sidewalk closures to one side of the road at a time. Sidewalks may only be closed in one block increments.

Green Bay Metro has several bus stops located within the project limits and they have been notified about the project. Green Bay Metro will relocate their route and bus stop locations for the duration of the project.

H Additional Vehicle Accommodations

The Brown County Library is located in the northeast quadrant of the intersection of Monroe Avenue and Pine Street, and has driveway access to both streets. Maintain access to and from at least one of these driveways at all times.

Maintain vehicular access to and from the Grace Manor apartment complex driveway at 23±50 RT. Maintain access to the driveway at all times on existing pavement, base aggregate dense, or new pavement in accordance to the plans. Maintain a minimum travel width of 20 feet for the temporary access.

5. Work by Others.

The City of Green Bay will be removing and reinstalling the existing landscape lighting system located in the median between Cass Street and Mason Street. Removal of the lighting system will be done prior to construction operations under this contract. Reinstallation of the system will be done concurrently with grading and landscaping operations within the median. Coordinate construction operations with the city. Prior to final landscaping operations, provide the city a minimum time frame of two weeks to complete their work. Provide the city with a two week notice prior to the beginning of the two week time frame. Contact Dave Hansen (920)448-3098.

All signs owned by the City of Green Bay will be reinstalled by city forces concurrently with the project. Coordinate construction operations with the city. Provide the city with a minimum time frame of two weeks to complete their work. Provide the city with a two week notice prior to the beginning of the two week time frame. Contact Dave Hansen (920) 448-3098.

Green Bay Metro has a bus shelter located at approximately Station 54+50 RT. This shelter will be removed by Green Bay Metro prior to construction. Contact Patty Kiewiz (920)448-3450.

6. Utilities.

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

This contract implements a project initiative sponsored by the Federal Highway Administration, entitled Every Day Counts (EDC). This EDC project initiative is designed to identify and deploy new techniques in utility coordination aimed at shortening project delivery and assist construction activities.

This contract has been selected by the Wisconsin Department of Transportation as a pilot project for the implementation of EDC and includes the following techniques in utility coordination:

- Utility Detail (Section 2.)
- Utility Conflict Matrix (Section 2.)

The Utility Detail and the Utility Conflict Matrix reflect a joint effort between the designer and each effected utility to identify potential utility conflicts between the existing utility facility and the contract highway improvement.

The locations of the existing utility facilities as shown on the Utility Detail and Plan Sheets are approximate. There may be other utility installations in the project area that are not shown on the Utility Detail or plan sheets.

The locations of new and relocated utility facilities are not shown on the Utility Detail or plan sheets.

There are utility facilities within the construction limits of this project. Coordinate constructions activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

AT&T Wisconsin (Telephone)

AT&T has underground facilities located throughout the project limits.

Underground fiber optic facilities cross Monroe Avenue at intersections and are located behind the curb and gutter on both sides of the road. In addition there is a manhole/vault located at the Stuart Avenue intersection.

AT&T will adjust their facilities concurrently with storm sewer and grading operations. Notify AT&T five days prior to make the necessary adjustments.

The utility contact is Eric Adair, (920) 433-4155.

Brown County Fiber (Communications)

Brown County Fiber has underground facilities located within the project limits. Underground fiber optic facilities cross Monroe Avenue at Walnut Street and Cherry Street. Fiber optic facilities are located behind the curb and gutter for a portion of Monroe Avenue.

Brown County Fiber will adjust their facilities concurrently with storm sewer and grading operations at these locations. Notify Brown County Fiber five days prior to make the necessary adjustments.

The utility contact is Joel Mikulsky, (920) 676-0494.

City of Green Bay (Street Lighting)

The City of Green Bay has existing street light poles and related underground electric facilities behind the curb and gutter on both sides of the street. The existing poles and concrete bases will be removed as pay items under this contract. The other related underground electric facilities that are not in conflict with proposed work under the contract (conduit, wire, cable) will be left in place. Removal of conduit, wire, and cable in conflict with proposed work shall be considered incidental to other items of work.

The utility contact is Dave Hansen, (920) 448-3098.

City of Green Bay (Sanitary Sewer)

The city has two sanitary sewer lines, one on each side of centerline, located throughout the project limits from Cass Street to the East River.

The city will be making improvements and adjustments to their facilities in 2013 as part of a separately let local project. The city's improvements will consist of slip-lining the existing sewer in place with some spot replacement of existing pipe required. Existing laterals will be re-laid, a new sanitary manhole will be constructed and some storm and sanitary sewer will be abandoned in place. A complete set of plans is available for review at the City of Green Bay Dept. of Public Works, Room 300. 100 N. Jefferson St., Green Bay, WI.

Existing manholes that are in conflict with the proposed curb and gutter will be adjusted as part of the City's project. The final grade adjustments to sanitary sewer manhole covers are included with the project as a non-participating item.

The utility contact is Kristin Romanowicz, (920) 448-3100.

City of Green Bay (Water)

The city has an existing water main located throughout the entire project limits. The existing main is located within the northbound travel on Monroe Avenue with service laterals provided to both sides of the roadway from this facility. Existing water mains also are present on side roads and cross Monroe Avenue.

The city will be constructing a new 8-inch water main in the southbound travel lanes of Monroe Avenue in 2013 as part of a separately let local project. All existing service laterals will be replaced as part of the city's project. The existing water main will be abandoned in place. A complete set of plans is available for review at the City of Green Bay Dept. of Public Works, Room 300. 100 N. Jefferson St., Green Bay, WI.

Final grade adjustments to water valve boxes and curb boxes are included with the project as non-participating items.

The utility contact is Brian Powell, (920) 448-3480.

Green Bay Metropolitan Sewerage District (Sanitary Sewer)

Green Bay Metropolitan Sewerage District has an existing 60-inch sanitary sewer line that crosses Monroe Avenue at Main Street. This sewer is approximately 35-feet deep; no conflicts are anticipated.

The utility contact is Rob Reinhart, (920) 438-1035.

Net Lec (Communication Line)

Net Lec has an aerial fiber optic line that crosses Monroe Avenue at the Stuart Street intersection. This line is located on Wisconsin Public Service (WPS) poles. WPS will be relocating their poles prior to construction. Net Lec will transfer their facilities after WPS installs their new poles. Adjustments and relocations will be completed prior to construction.

The utility contact is Rick Vincent, (920) 617-7316.

Time Warner Cable (Communications)

Time Warner has aerial facilities that cross Monroe Avenue at the Cass Street, Crooks Street, and Stuart Street intersections. These facilities are located on WPS poles. WPS will be relocating their poles prior to construction. Time Warner Cable also has underground facilities that cross Monroe Avenue.

Time Warner Cable will adjust their aerial facilities prior to construction after new poles are installed by WPS. Adjustments to underground and overhead facilities will also be completed prior to construction.

The utility contact is Vince Albin, (920) 831-9249.

US Signal (Communication Line)

US Signal has an aerial fiber optic line that crosses Monroe Avenue at the Crooks Street intersection. This facility is located on Wisconsin Public Service (WPS) utility poles. WPS will be relocating their poles prior to construction. US Signal will transfer their facilities after WPS installs their new poles. Adjustments to overhead facilities will be completed prior to construction.

The utility contact is Chris Lentine, (616) 988-7194.

Windstream KDL (Communication Line)

Windstream has an aerial fiber optic line that crosses Monroe Avenue at the Stuart Avenue intersection. This facility is located on Wisconsin Public Service (WPS) utility poles. WPS will be relocating their poles prior to construction. Windstream will transfer their facilities after WPS installs their new poles. Adjustments to overhead facilities will be completed prior to construction.

The utility contact is Jim Kostuch, (262) 792-7938.

Wisconsin Public Service (Electric)

Wisconsin Public Service has street light poles located along the east and west sides of the roadway between Chicago Street and Main Street. WPS has overhead facilities feeding these street lights, as well as the existing traffic signals in this area. All street lights and related overhead facilities will be removed concurrently with grading operations. WPS will coordinate with the contractor regarding maintaining the existing street lighting in accordance to the Street Lighting Temporary article included elsewhere in these special provisions.

WPS has overhead facilities that cross Monroe Avenue at Cass Street, Crooks Street, and Stuart Street. The existing utility poles at these crossing locations will be relocated prior to construction.

The utility contact is Randy Steier, (920) 617-5167.

Wisconsin Public Service (Gas)

Wisconsin Public Service (WPS) has gas main located behind the curb on both sides of the roadway from Cass Street to Pine Street. In addition, there are gas mains and gas services that cross Monroe Avenue.

WPS gas will relocate their facilities and all services along Monroe Avenue prior to construction.

The utility contact is Dena Andre, (920) 617-2714.

7. Notice to Contractor, EDC Utility Coordination Pre-Bid Meeting.

Supplement standard spec. 102.3.1 with the following:

Prospective bidders are encouraged to attend a pre-bid meeting to discuss the EDC (Every Day Counts) utility coordination initiative at the DOT office in Green Bay. The meeting will be held on February 18, 2014 @ 1:00 PM. The meeting is **NOT** mandatory for bidder prequalification. The Every Day Counts (EDC) project initiative for utility coordination will be discussed and the Utility Detail and Utility Conflict Matrix plan

documents will be explained. A status update on utility relocations will be provided as available.

8. Notice to Contractor, Archaeological Sites.

There are two archaeologically significant sites in the project area:

- Site 47-BR-0135: This may be the site of a former Sauk Village and is located north of Main Street and south of East River.
- Site 47-BR-0444: This is an uncatalogued burial site within Jackson Park on the west side of Monroe Avenue between Moravian Street and Howe Street.

Provide two weeks' notice to the Bureau of Equity and Environmental Services (BEES) before doing any ground disturbing work in the area of these sites. BEES will provide a qualified archaeologist to be on site at all times when work occurs near these areas.

The contact as BEES is Jim Becker, (608) 261-0137 or Lynn Cloud, (608) 266-0099.

If a potentially significant archaeological feature or material is discovered during construction operations, the qualified archeologist will promptly coordinate with the engineer and with BEES to determine an appropriate course of action.

9. Notice to Contractor, Historical Resources.

Historically significant sites exist in the project area:

- Astor Historic District includes 615-645 South Monroe Avenue.
- Grace Manor Apartments, 425 South Monroe Avenue.
- Grace Presbyterian Church, 612 Stuart Street.
- Saint Francis Xavier Cathedral Complex, includes 133 (convent), 136 (cathedral), 139 (school) South Monroe Avenue; and 131 (diocesan office building), and 139 (rectory) South Madison Street.
- Raphael Soquet Residence, 345 South Monroe Avenue.

To the extent practical; limit work activities adjacent to these sites to the area defined by the slope intercepts as shown on the plans. Install safety fence to protect the area.

10. Notice to Contractor, Jackson Park.

Jackson Park abuts the project on the west side of Monroe Avenue between Moravian Street and Howe Street. Construction activities within the Park are limited to replacing the curb ramps at the Moravian and Howe Street intersections, as well as short sections of existing sidewalk within the Park that need to be removed and replaced in order to match the revised sidewalk grades at the ramps.

To the extent practical; limit work activities adjacent to these sites to the area defined by the slope intercepts as shown on the plans. Install safety fence to protect the area.

11. Notice to Contractor – Coordination with U.S. Postal Service.

Contact the Green Bay Post Office two weeks prior to closing the roadway.

The contact for the Green Bay Post Office is:

Susan Trudeau
Green Bay Post Office
118 North Monroe Avenue
Green Bay, WI 54301
Telephone: (920) 432-4627

12. Notice to Contractor – Coordination with Refuse and Recycling Services.

Refuse and recycling pick-up services will be maintained throughout construction operations under this contract. Currently all pick-up services occur along Monroe Avenue. Coordinate with the city to establish alternate pick-up locations during construction. Contact the Green Bay Department of Public Works two weeks prior to the start of construction operations. Provide the access necessary for the city to maintain this service. The contact for the Department of Public Works is as follows:

Chris Pirlot, Director of Operations
Green Bay Public Works Department
100 North Jefferson Street
Green Bay, WI 54301
Telephone: (920) 448-3100

13. Notice to Contractor – Removing Concrete.

The quantities for removing pavement, curb and gutter, and sidewalk, shown on the plans is based on existing conditions prior to the start of removals to be done as part of the city's sanitary sewer and water main construction project as well as work by other utility's. The final quantity for payment will be based on plan quantities. No deduction will be made for pavement, curb and gutter, and sidewalk removed by others prior to or concurrently with this project.

14. Notice to Contractor – Curb and Gutter Construction.

There may be obstructions resulting from utility relocation work prior to the project including water valves and other utilities within 3 feet of the back of the proposed curb and gutter. Contractor to review field conditions prior to bidding. No additional payment will be made for interference with slip-form integral curb and gutter.

15. Notice to Contractor – Water Main.

The City of Green Bay will be constructing all new water main facilities throughout the project limits in 2013 as discussed in the utility special provision. All water main shown on the plan is based on existing conditions prior to the city's 2013 project. Contact the City of Green Bay to obtain record drawings of the final water main facility locations prior to beginning construction operations. Contact Kristin Romanowicz at (920) 448-3100.

All water valve and curb stop adjustments shown on the plans are based on the locations of these facilities prior to the city's 2013 project. Locations and quantities shown will vary.

16. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

107-001 (20060512)

17. Public Convenience and Safety – Closure Notification.

Supplement standard spec 107.8 with the following:

At least 14 days prior to the preconstruction meeting submit to the engineer for approval a schedule of closures necessary for completion of the contract. Identify general information including the construction activity requiring a closure, location of closure, type of closure, duration of closure, and times of closure.

All closures must be in accordance with the contract unless approved by the engineer. Submit any changes to the traffic control plan or other traffic related requirements of the contract to the engineer for approval at a minimum of 14 calendar days prior to the closure.

Review the closure schedule with the engineer at the preconstruction meeting. Within five days after the meeting, the engineer will accept the contractor's initial schedule or request additional information. Provide additional information requested by the engineer within five days after the request. Provide the project engineer with an updated closure schedule whenever changes are necessary.

Provide the engineer a detailed closure schedule weekly, by noon on Wednesday, that covers planned closures for the following two weeks. Include detailed information on the construction activity, location, type, duration, and time of closures. Verify with the engineer that the closure is approved in the Wisconsin Lane Closure System prior to

implementing the closure. Immediately notify the project engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit for the storm sewer outfall at the East River. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Krissy Vanhout at (920)492-5648.
107-054 (20080901)

19. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

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

20. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

Supplement standard spec 107.1(2) with the following:

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Prior to the start of remediation work, submit to the engineer a site specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.
107-115 (20050502)

21. Existing Street Lighting.

The existing street light poles and fixtures on Monroe Avenue are owned by either the City of Green Bay or Wisconsin Public Service (WPS).

The city owns the existing lights between Cass Street and Chicago Street, plus the lighting that is incorporated with the existing traffic signals at Mason Street, Chicago Street, Walnut Street, Cherry Street, Pine Street and Main Street. All other street light poles are owned by WPS and “rented” to the City of Green Bay.

The intent of the project is to maintain as much of the existing street lighting as long as practical throughout the construction of this project. Coordinate the removal of the street lights and traffic signals included with this project with the street light removals to be done by WPS. Notify the City of Green Bay a minimum of five business days prior to when removal of the WPS light poles is required to facilitate construction operations. The City of Green Bay will then notify WPS that the poles may be removed. Contact Dave Hansen at (920) 448-3098.

Submit to the engineer for approval a detailed plan of how the existing lighting will be maintained, and for how long they can be expected to be maintained. Submit this plan a minimum of ten days prior to the preconstruction conference. This item will be considered incidental to other items of work.

22. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

This special provision describes excavating, segregating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facilities are:

Advanced Disposal Hickory Meadows Landfill
W3105 Schneider Road
Hilbert, Wisconsin 54129

Waste Management Ridgeview Landfill
6207 Hempton Lake Road
Whitelaw, Wisconsin 54247

Perform this work in accordance to standard spec 205 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.

This special provision also describes pumping and disposing of contaminated groundwater (if dewatering is necessary).

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface

water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

A.2 Notice to the Contractor – Contaminated Soil and Groundwater Location(s)

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil and/or groundwater is present at the following location(s) as shown on the plans:

Soil contamination:

Site 1 – Station 52+50 to Station 55+00, reference line to construction limits right.
(406 N. Monroe, Camera Corner)

Site 3 – Station 51+50 to Station 52+00, reference line to construction limits left.
Contaminated soil present at very low levels. (411 N. Monroe, Humana)

Site 6 – Station 47+75 to Station 48+75, reference line to construction limits left.
(225 N. Monroe, Bank Mutual)

Site 7 – Station 44+75 to Station 46+25, reference line to construction limits right.
(208 N. Monroe/ 605 Cherry, Associated Bank)

Site 8 – Station 44+75 to Station 45+75, reference line to construction limits left.
(201 N. Monroe, Bank Mutual)

Site 10 – Station 39+25 to Station 41+00, reference line to construction limits right.
(610 E. Walnut, Marathon)

Site 11 – Station 39+00 to Station 40+75, reference line to construction limits left.
(100 S. Monroe, Former Walnut Café)

Site 12 – Station 19+50 to Station 21+00, reference line to construction limits right.
(503 S. Monroe, J&K Realty)

Site 13 – Station 20+00 to Station 21+00, reference line to construction limits left.
(500 S. Monroe, Shell Station)

Site 15 – Station 15+50 to Station 16+75, reference line to construction limits right.
(545 S. Monroe)

Site 16 – Station 14+25 to Station 15+00, reference line to construction limits right.
(601 S. Monroe)

Contaminated soils and/or groundwater and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soils and/or

groundwater and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Contaminated soil and/or groundwater at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Kathie VanPrice
Wisconsin DOT, Northeast Region
Address: 944 Vanderperren Way
Green Bay, WI 54324
Phone: (920) 492-7175
Fax: (920) 492-5640
E-mail: Kathie.vanprice@dot.state.wi.us

Name: Dan Haak
TRC Environmental Corporation
Address: 708 Heartland Trail, Ste 3000
Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: DHaak@trcsolutions.com

A.3 Coordination

Coordinate work under this contract with the environmental consultant retained by the department:

Consultant: TRC Environmental Corporation
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717
Fax: (608) 826-3941

Contact: Dan Haak
Phone: (608) 826-3628 (office), (608) 886-7423 (mobile)
E-mail: DHaak@trcsolutions.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation facility;

3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.
5. Identifying contaminated groundwater to be pumped for treatment and disposal (if dewatering is necessary).

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not transport contaminated soil or pump contaminated groundwater offsite without prior approval from the environmental consultant.

A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells may be present within the construction limits. Protect all groundwater monitoring wells to maintain their integrity. Adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Kathie VanPrice with the department, at (920) 492-7175.

A.6 Health and Safety Requirements for Workers Remediating Contamination

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

Disposal of petroleum-contaminated soil at the bioremediation facility is subject to the facility's safety policies.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

1. Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
2. Low-level contaminated material (PID readings less than 10 ppm and no observation of staining or petroleum odor) for reuse as fill within the construction limits, or

3. Contaminated soil (significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
4. Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal.

Excess low-level petroleum contaminated soil that cannot be used as backfill within construction limits will also be treated and disposed at a WDNR-licensed bioremediation facility.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 250 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Verify that vehicles used to transport contaminated material are licensed for such activity in accordance to applicable state and federal regulations. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer.

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas.

If dewatering of groundwater is required at any of the petroleum- or lead-impacted sites, it shall be hauled to the Green Bay Municipal Sewerage District's Green Bay Facility (GBMSD) per the following provisions:

- Notify GBMSD Pretreatment Program Coordinator Bill Oldenburg at (920)438-1079 when dewatering of contaminated groundwater is required.
- Provide container and pump the groundwater for temporary storage. Collect one or more samples as necessary to be representative of the water. Send samples to a certified WI laboratory. Samples shall be tested for:

Constituent	GBMSD Limit
- Total BTEX	1.0 mg/L
- Arsenic	0.5 mg/L
- pH	5.0 to 10.0 s.u.
- Benzene	0.5 mg/L
- GRO	
- DRO	
- PCE	
- TCE	
- cis-1,2-DCE	
- trans-1,2-DCE	
- Vinyl chloride	

- Send test results to GBMSD Pretreatment Program Coordinator for approval to haul groundwater to the GBMSD.
- With approval, groundwater may be hauled to the GBMSD and discharged between 7:30 AM and 8:30 AM on Monday through Friday.
 - Water will be tested for lower explosive limit (LEL) during discharge to the GBMSD. Water will not be accepted if two consecutive air monitor readings are above 5% LEL or if any reading is above 10% LEL.
- Do not discharge grit (such as sand, sediment, detritus, etc.) to the GBMSD. Ensure sediment is not pumped from the holding tank into the hauling vehicle.
- Petroleum free product will not be accepted by the GBMSD under any circumstances.
- Document compliance with the GBMSD requirements, including sample laboratory analytical results and quantity hauled. Contractor shall be responsible for dewatering, storing, and analyzing samples prior to hauling. Provide copies of compliance documentation to the engineer.
- The water will be hauled to the GBMSD at the contractor's cost.
- Pay for discharge of contaminated water to the sanitary sewer as required by the GBMSD.

Minimize infiltration of surface water into the excavations in areas of known contamination by minimizing the amount of open trenches, constructing diversion berms, and implementing other controls. If surface water infiltrates excavations and dewatering is required, the water may be discharged to surface water only if:

- Meet all applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) for contaminated groundwater from remedial action operations. This includes, but is 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 Petroleum Contaminated Soil in tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility. Load tickets must be delivered to the engineer within 10 business days of the date on which the soil was accepted by the bioremediation facility. The Management of Petroleum Contaminated Groundwater is considered incidental to the other items in the contract.

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 Petroleum Contaminated Soil	Ton

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; dewatering of soils prior to transport, if necessary; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.
205-003 (20080902)

23. Coordination with Businesses and Property Owners.

The contractor shall arrange and conduct meetings with the project engineer, local officials, business people, and property owners affected by the construction project. The first meeting will be held 14 days prior to the start of work under this contract; two meetings per month will be held thereafter. At these meetings discuss the project schedule of operations, current and upcoming construction staging and traffic patterns, progress of the project, access for business and property owners during construction and any problems associated with vehicular and pedestrian access during construction

operations. The contractor shall have the approved detailed traffic control plan available for discussion at the initial coordination meeting. The City of Green Bay will provide a list of contacts for business community representatives, neighborhood association representatives and local officials that should be invited to these meetings. Contact Kristin Romanowicz, Assistant City Engineer (920) 448-3100.

24. 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)

25. Protection of Concrete.

Supplement standard spec 415.3.16 with the following:

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

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

26. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. 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 all quality control personnel.
 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
 4. The segment locations of each profile run used for acceptance testing.
 5. Traffic Control Plan

C.2 Personnel

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

C.3 Equipment

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

C.4 Testing

C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.
<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each

wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.

- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

The department will categorize each standard or partial segment as follows:

Segments with a Posted Speed Limit of 55 MPH or Greater	
Category	Description
HMA I	Asphalt pavement with multiple opportunities to achieve a smooth ride. The following operations performed under this contract are considered as opportunities: a layer of HMA, a leveling or wedging layer of HMA, and diamond grinding or partial depth milling of the underlying pavement surface.
HMA II	Asphalt pavement with a single opportunity to achieve a smooth ride.
HMA III	Asphalt pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii.
PCC II	Concrete pavement.
PCC III	Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, intersection or gap. An intersection is defined as the area within the points of curvature of the intersection radii.

Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH	
Category	Description
HMA IV	Asphalt pavement including intersections, bridges, approaches, and railroad crossings.
PCC IV	Concrete pavement including gaps, intersections, bridges, approaches, and railroad crossings.

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The

department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.

- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

	<u>Fixed Interval</u>	<u>Continuous (Localized Roughness)</u>
Base-length	500'	25'
Threshold	140"/Mile	200"/Mile

The ProVAL software is available for download at:

<http://www.roadprofile.com>.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

<http://www.atwoodsystems.com/mrs>

Notify the engineer when the Profiler Acceptance Run data and the Ride Quality Report have been submitted to the MRS system.

C.5 Corrective Actions

C.5.1 General

- (1) Analyze the data from the PROVAL reports and make corrective action recommendations to the department. The department will independently assess whether a repair will help or hurt the long-term pavement performance before deciding on corrective action. Correct the ride as the engineer directs in writing.

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:
 1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

Localized Roughness IRI (in/mile)	Pay Reduction^[1] (dollars)
> 200	(Length in Feet) x (IRI – 200)

^[1] A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.

- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL ride quality module report to the reference documents section of the MRS for the corrected areas to validate the results.

C.5.3 Corrective Actions for Excessive IRI

- (1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:

HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:
Mill and replace the full lane width of the riding surface excluding the paved shoulder.
Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.

HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Mill and replace the full lane width of the riding surface excluding the paved shoulder.
Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders

PCC II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond Grinding Special provision contained elsewhere in the contract.
Remove and replace the full lane width of the riding surface.

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 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 testing procedures, and perform additional testing.

- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, 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 tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

D Measurement

- (1) The department will measure Incentive IRI Ride by the dollar, adjusted as specified in E.2.

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

E.2 Pay Adjustment

- (1) The department will pay incentive for ride under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:

All Pavement:	The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
HMA Pavements:	The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
Concrete Pavements:	The corrective work is a full depth replacement and conforms to standard spec 415.

- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

HMA I	
Initial IRI (inches/mile)	Pay Adjustment^[1] (dollars per standard segment)
< 30	250
≥ 30 to < 35	$1750 - (50 \times \text{IRI})$
≥ 35 to < 60	0
≥ 60 to < 75	$1000 - (50/3 \times \text{IRI})$
≥ 75	-250

HMA II and PCC II	
Initial IRI (inches/mile)	Pay Adjustment^{[1][2]} (dollars per standard segment)
< 50	250
≥ 50 to < 55	$2750 - (50 \times \text{IRI})$
≥ 55 to < 85	0
≥ 85 to < 100	$(4250/3) - (50/3 \times \text{IRI})$
≥ 100	-250

HMA IV and PCC IV	
Initial IRI (inches/mile)	Pay Adjustment^{[1][2]} (dollars per standard segment)
< 35	250
≥ 35 to < 45	$1125 - (25 \times \text{IRI})$
≥ 45	0

^[1] If the engineer directs placing upper layer asphaltic mixtures between October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.

^[2] If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.

- (7) The department will prorate the pay adjustment for partial segments based on their length.

440-010 (20130615)

27. Railing Pipe, Item 513.2050.S.

A Description

This special provision describes furnishing and installing a pipe railing system for pedestrians as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

B Materials

Conform to standard spec 513.2 .

C Construction

Conform to standard spec 513.3 . Weld the posts and rails together.

D Measurement

The department will measure Railing Pipe in length by the linear foot along the top rail.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
513.2050.S	Railing Pipe	LF

Payment is full compensation for furnishing all materials; installing all materials; and painting.

513-005 (20030820)

28. Storm Sewer Bedding and Backfill

Modify standard specs 607.3.2 and 612.3.5 to include the following:

Excavate to a depth of 4 inches below the bottom of the pipe. Place bedding material to provide a firm and uniform bearing for the barrel of the pipe with additional shaping under the bells on bell and spigot pipe. If over-excavation at the bottom of the trench is required due to soft, muddy, or wet trench conditions, excavate to at least 10 inches below the bottom of the pipe elevation and backfill this depth with additional bedding material. Compact the bedding material before laying the pipe on the bedding. After each pipe has been graded, aligned and placed in final position on the compacted bedding material and jointing is complete, additional bedding material to be carefully placed and compacted under and around each side of the pipe and over the pipe in layers not exceeding 6-inches until it is completely covered by 12 inches of bedding material. Distribute bedding material along both sides of the pipe uniformly and simultaneously to prevent lateral displacement of the pipe.

Modify standard spec 607.3.5 to include the following:

Backfill all trenches and excavations immediately after completing sewer construction using base aggregate dense $\frac{3}{4}$ -inch or $1\frac{1}{4}$ in accordance to standard spec 305 for backfill material.

29. Storm Sewer Tracer Wire.

A Description

Tracer wire shall be installed on all non-conductive storm sewer pipe, storm sewer lateral pipe, inlet lead pipe, and underdrain pipe to be constructed or relaid.

B Materials

Tracer wire shall be a continuous, single-strand #12 AWG copper wire with a continuous coating of polyethylene insulation suitable for direct burial in wet locations. Tracer wire on storm sewer, storm sewer laterals, inlet lead, and underdrain pipe shall have brown colored insulation.

Tracer wire access boxes shall be a Valvco Type SEWAB, Bringham & Taylor P200 NFG Test, or an approved equal.

C Construction

1. General

Tracer wire main run shall be continuous from manhole to manhole. Branch tracer wire splice connections shall be a typical Western Union-type solder splice made by stripping the coating off the main run tracer wire and then tightly wrapping the branch tracer wire around the main run tracer wire a minimum of 8 times. Both wire splices would then be soldered with a self-flux, 50-50 rosin core solder and tightly wrapped with 1 $\frac{1}{2}$ " wide by 3.2 mm 3M Scotchfill[®] electrical insulation tape, or equivalent, then coated with 3M Scotchkote[®] electrical coating, or equivalent so that no copper wire is exposed. Use a Klein[®] stripping tool to remove the plastic coating on the wire. The contractor shall be responsible to have all the correct types of tools necessary to install the tracer wire materials as specified above and to ensure that the tools are in good working order.

Attach tracer wire securely to the top of all non-conductive sewer pipes specified above, within 6 inches of each end of the pipe, and at equally spaced locations with a maximum spacing of 6 feet. Seal and cover any exposed copper wire with materials approved by the engineer.

Connect tracer wire at the downstream end of any lateral or lead that connects directly to the sewer main to the tracer wire on the sewer main using a branch connection splice or a slip bolt. The slip bolt shall be brass with an 8 solid capacity. Tightly wrap the splice with 1 $\frac{1}{2}$ " wide by 3.2 mm 3M Scotchfill[®] electrical insulation tape, or equivalent, then coat with 3M Scotchkote[®] electrical coating, or equivalent, so that no copper wire is exposed.

Bring tracer wire up the outside of each manhole and insert into the manhole through the pick hole in the top of the structure. If the manhole section has no pick holes, saw a small notch in the top section for tracer wire placement. Attach tracer wire to the inside of the structure, within 4 inches below the flat top using a method approved by the Engineer. Provide tracer wire so that there is 2 feet of excess wire to allow for future adjustment.

Bring tracer wire at the upstream end of an inlet lead around the back of the storm sewer inlet structure and insert a minimum of 6 inches into the storm inlet through the curb head of the inlet casting. Provide an 18 inch loop of tracer wire at the back of the inlet structure to allow for future adjustment.

2. Laterals

In areas where the main line pipe has tracer wire, securely attach tracer wire at the upstream end of a lateral to the end of the pipe using a method approved by the engineer, with a minimum of 2 feet of excess wire.

In areas where the main line pipe has no tracer wire and the lateral from the house has no existing tracer wire, bring tracer wire at the up-stream end of a lateral to the surface at the end of the pipe installation and securely attached to a tracer wire box as specified by the manufacturer. Place top of the tracer access wire box at existing ground elevation in existing lawn areas and in paved surfaces. It will be the responsibility of the paving contractor to make final adjustments.

D Tracer Wire Circuit Testing

After all sewer pipe has been installed on the project, test the electrical continuity of all tracer wire installations on the project under the observation of the engineer. The contractor shall be responsible for all costs of any repairs that may be required to establish the electrical continuity of the tracer wire circuit.

E Measurement and Payment

The cost of furnishing and installing all tracer wire materials and testing the electrical continuity shall be incidental to the unit bid price of the sewer facility being installed.

30. Manholes and Inlets.

Supplement standard spec 611.2 as follows:

Asphalt Roadways. Provide and set rubber grade rings for manholes and inlets within the roadway limits (back of curb to back of curb) of an asphalt roadway. A manhole or inlet outside of the roadway limits may be set with concrete rings.

Concrete Roadways. Provide and set concrete rings for manholes and inlets within the roadway limits (back of curb to back of curb) of a concrete roadway where a slip-form paving machine is used. A manhole or inlet outside of the roadway limits may also be set with concrete rings. Provide and set rubber grade rings for manholes, standard inlets, and

special inlets within the roadway limits (back of curb to back of curb) of a concrete roadway where hand pouring (formed area) is the method of placement.

Rubber grade rings shall be GNR (or approved equal) in a flat and/or tapered configuration of a size to closely match the inside and outside dimensions of circular or rectangular structures, installed individually or in combination not to exceed 4-inches in height (two 2-inch rings). Rubber grade rings shall be tapered to match the slope of the crown and profile of the road. Provide joint sealant conforming to ASTM-D-1850 POLYURETHANE Door, Window and Siding Sealant or PL Premium POLYURETHANE Concrete and Masonry Sealant or equivalent.

Concrete rings shall be of a size that closely matches the inside and outside dimensions of the structures. If more than 4-inches of adjustment is necessary, one concrete ring 4-inches or more in height shall be used with a maximum of one 2-inch concrete ring on top.

Supplement standard spec 611.3 as follows:

If more than 4-inches of adjustment is necessary, at hand-pour locations, use one concrete ring 4-inches or more in height with rubber rings on top of the concrete ring. Final casting placement shall conform to the finished crown of the road. Where a 4-inch concrete ring or greater is required, there shall be no shimming or mortaring of the concrete ring in order to meet the desired elevation and/or crown and slope of the proposed roadway for manholes and standard inlets.

The concrete and metal surfaces to receive sealing compound shall be clean, dry and free of grease or oils. The rubber grade rings shall be bonded to adjacent surfaces by laying a continuous bead 5/16-inch thick cold applied, on the top surface of the concrete of the bottom surface of the grade ring on a diameter 1-inch smaller than the outside diameter of the rubber grade ring.

Where more than one grade ring is required, apply a continuous bead of sealant as described above. Apply sealant to the top surface of the grade ring and set casting firmly in place taking care to properly center it over the structure opening and ensuring a firm contact between the casting and the grade ring. Care shall be taken in backfilling around grade rings and casting prior to joint sealant being fully cured.

Where a 4-inch concrete ring or greater is required to adjust a special inlet not located at the absolute low point in the roadway, a sand-gravel mortar adjustment layer can be placed immediately below the upper most concrete section. The sand-gravel mortar layer shall be not less than 1/2-inch thick at the downstream edge of the inlet and tapered to be not more than 2-inches in thickness at the upstream edge of the inlet. The sand-gravel mortar layer is not to be used to adjust to final elevation but used to conform to the finished road crown or slope of the roadway.

Compact around each manhole and inlet after adjustment has been back-filled to prevent settling, whether rubber grade rings or concrete rings are used.

31. Adjusting Manhole Covers.

Revise standard spec 611.3.7 by deleting the last paragraph.

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

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.
611-005 (20030820)

32. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

Drive posts into the ground 12 to 18 inches. Provide anchoring and supporting devices acceptable to the engineer for areas of safety fence installed in paved surface areas. 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.

33. Landscape Planting Surveillance and Care Cycles.

Modify standard spec 632.3.18.1.1 to require a plant establishment period of 1-year.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.
632-005 (20070510)

34. Traffic Control.

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

Submit to engineer for approval a detailed traffic control plan which clearly identifies how the pedestrian and vehicular access requirements of the Traffic Special Provisions will be addressed and implemented. Submit this plan a minimum of 10 days prior to the preconstruction conference. This plan shall be approved prior to the initial coordination meeting with businesses and property owners. Clearly identify on the traffic control plan how the pedestrian and vehicular access requirements of the Traffic Special Provisions will be addressed, including any proposed changes or modifications to the traffic control plan.

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

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

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

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

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

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

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

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

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

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

35. City Owned Sign Box Outs.

Box-outs for City owned signs in concrete sidewalk or other paved surfaces shall be installed using 6-inch diameter PVC pipe so the top of pipe is flush with the adjacent surface. Sign box-outs shall be incidental to the respective Concrete Sidewalk and Driveway, Colored Sidewalk or asphalt bid items. Contact the City of Green Bay traffic engineer (Dave Hansen at (920) 448-3098) three days prior to sidewalk placement (including medians) for location designation of sign box-outs.

36. Topsoil.

Modify standard spec 625.3.3(3) with the following:

Where using sod or seed in urban areas or anywhere a lawn turf is wanted, ensure 100 percent of the upper 2-inches of the topsoil passes a $\frac{3}{4}$ -inch sieve and at least 90 percent passes the No. 10 sieve.

37. Traffic Control Signs.

Furnish and install temporary sign flags as shown on the plans. This item is considered incidental to the traffic control sign items.

38. Removing Signs and Removing Small Sign Supports.

Replace standard specs 638.3.4(2), 638.4(3) and 638.3.5(2) with the following:

All signs and supports removed within the project limits shall be carefully stockpiled at an on-site location established by the city. These signs and supports will be picked up by the City of Green Bay. Contact the City of Green Bay traffic engineer (Dave Hansen, (920) 448-3098) for location designation and coordination of pick-up.

39. Traffic Signals and Lighting, General.

Staking

Stake the proposed locations of traffic signal and street light items 10 days prior to starting work so that the locations of the proposed facilities can be approved by the City of Green Bay. The city will only approve bases prior to base construction and after utility locates (Diggers Hotline) are marked in the field and clearly visible. Contact Dave Hansen, (920) 448-3098.

Any field changes regarding the location of the signal poles, pull boxes, etc. as shown on the plans shall be approved by the City of Green Bay. Signal and lighting items placed at locations not previously approved by the city which need to be relocated will be done so at the contractor's expense.

As-Builts

Provide the City of Green Bay two complete as-built traffic signal plan copies for each intersection showing the complete layout of the traffic signals including all conduit, pull boxes, bases, traffic signals, and cable routing taking into account any changes during construction. The cost of this shall be considered incidental to traffic signal and lighting bid items.

Concrete Bases

Verify bolt pattern with pole manufacturer prior to installation of bases. Any changes required to match required bolt pattern to be considered incidental.

Do not place covers or shrouds over the bolts at the bases.

Remove Sonotube/form after construction. The structural design of the bases includes the intent that the Sonotube/form be stripped after construction. If the contractor chooses to not use a form and the poured base gets larger than designed due to poor soils, the additional materials/labor is considered incidental.

Electrical Wiring

All wiring in the poles shall be THW insulated.

Pedestrian Push Buttons

Pedestrian push button isolation to be comprised of relays.

Traffic Signals

The color of all traffic equipment is to be black, including visors and the backs of the signal heads. Poles and standards to be galvanized steel, semi-gloss black finish (dipped).

Signal lenses to be clear.

Signal and Lighting Cabinets

Supplier to do initial field setup of the cabinet and conduct an instructional “how to use” field seminar for city personnel. Contact Dave Hansen at (920)448-3098 to schedule the field seminar.

Removal of Existing Street Lights

The street lighting units included in the quantities for removal are owned by the City of Green Bay. After removal these units are the property of the contractor to dispose of. The city does not want the lights. This includes all poles, luminaires, luminaire arms, wiring, and all attachments.

Ordering Traffic Signal and Lighting Equipment

Prior to placing any orders for traffic signal or lighting equipment, review the equipment list with the City of Green Bay. Contact Dave Hansen at (920)448-3098.

40. Emergency Vehicle Preemption (EVP) System - General.

Emergency vehicle preemption intersection equipment shall be mounted on the monotube arms as shown on the plans.

The traffic signal arms and poles shall be drilled, and tapped to accommodate the mounting of the EVP equipment as shown in the Plans.

In the event, at installation, a noticeable obstruction is present in line with the EVP equipment, advise the engineer before installation.

Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom.

There shall be NO splices in the GPS installation cable from the equipment assembly to the controller terminations.

The EVP GPS installation cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated.

The EVP as specified and shown in the Plans shall be complete in place, tested, and in full operation.

41. Electrical Service Meter Breaker Pedestal.

Append standard spec 656.2.3 with the following:

Furnish the following electrical service meter breaker pedestals:

- (1) Milbank #NU8980-0-KK underground electrical service single meter breaker pedestal with one single-pole 20A, 22 kAIR circuit breaker for services with traffic signals only (Monroe at Mason and Monroe at Pine)
- (2) Square D MP22125 underground electric service dual meter breaker pedestal with one single-pole 20A 22 kAIR circuit breaker and one two-pole 100A 22 kAIR circuit breaker for services with both traffic signals and street lights (Monroe at Walnut and Monroe at Chicago).

Append standard spec 656.3.4 with the following:

Arrange the electrical service installation.

Electrical utility company service installation and energy cost will be billed to and paid for by the City of Green Bay.

Install the Meter Breaker Pedestal as shown on the plans.

Install the cabinet ground sleeve and meter breaker pedestal first, so the electrical utility company can install the service lateral. Finish grade the service trench. Restoration of the trench shall be completed and paid for under the respective restoration items in the contract.

42. Signal Mounting Hardware.

Append standard spec 658.2.1 with the following:

Furnish the following signal mounting hardware: Pelco Astro-Brac ABO116-3-36, 3-section bracket, or approved equal, Pelco Astro-Brac ABO116-4-36, 4-section and Pelco Astro-Brac ABO116-5-36, 5-section bracket.

43. Traffic Signal Face 3-12 Inch Vertical; Traffic Signal Face 4-12 Inch Vertical, and Traffic Signal Face 4-12 Inch Vertical.

Append standard spec 658.2.2 with the following:

Furnish Eagle brand or equivalent traffic signal faces/modules.

Append standard spec 658.3.2 with the following:

Install the LED modules per manufacturer's instructions into the traffic signal faces.

Field-install the assembled traffic signal faces per contract requirements.

Once the installation is complete, record the signal number, model number, serial number, date of installation and location of the module at the intersection (northbound near right, etc.), and give a copy of this information to the City of Green Bay's electrical department for warranty information.

44. Pedestrian Push Buttons.

Append standard spec 658.2.5 with the following:

Furnish the following Pedestrian Push Buttons: Polara Bulldog BDLM2-Y yellow (momentary LED model), Polara Bulldog Aluminum Push Button Cup (APDG-Y, yellow), or approved equal.

45. LED Modules Pedestrian Countdown Timer 16 Inch.

Append standard spec 658.2.3 with the following:

Furnish the following: GE Lumination, Dialight, or approved equal LED Pedestrian Signal Modules and Housings and Visors, 16 Inch Countdown.

46. Coloring Concrete Pumpkin, Item SPV.0035.01.

A Description

This special provision describes coloring concrete used to construct work under other contract bid items as well as any special materials and special construction techniques associated with using colored concrete.

B Materials

Provide materials in accordance to standard spec 405.2.

Supplement standard spec 405.2.1(1) with the following:

Use non-fading synthetic iron oxides at a loading of 7 percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Dynamic Color Solutions “Pumpkin” or approved equal.

C Construction

Construct in accordance to standard spec 405.3.

D Measurement

The department will measure Coloring Concrete by the cubic yard, acceptably incorporated into work done under other contract bid items, including material incorporated into one sample panel or one test slab that achieves a color the City of Green Bay accepts as required under standard spec 405.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Coloring Concrete Pumpkin	C.Y.

Payment is full compensation for developing mix designs and providing sample panels or test slabs; for furnishing pigments; for special construction procedures required under standard spec 405.3; for removing test slabs, restoring the site, and disposing of waste material.

47. Concrete Masonry, Item SPV.0035.02.

A Description

This special provision describes constructing concrete masonry frost walls beneath concrete steps in accordance with the plan details at locations shown on the plan and as directed by the engineer.

B Materials

Furnish concrete in accordance with standard spec 501.2. Furnish steel reinforcement in accordance with standard spec 505.2.

C Construction

Construct in accordance with the plan details, pertinent sections of standard spec 502.3 and as hereinafter provided.

D Measurement

The department will measure Concrete Masonry by the cubic yard, acceptably completed. The department will only measure material the engineer orders, the plans show, or the contract specifies. All work included within the scope of this contract as shown on the plan details but not listed as bid items in the proposal is incidental to the work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Concrete Masonry	CY

Payment is full compensation for all materials including masonry anchors and reinforcement, excavation, backfilling and compacting, forms, placing, finishing, curing, for measuring concrete opening strength, including fabricating and testing cylinders, and evaluating maturity; and for protecting the work.

48. Temporary Crosswalk Access, Item SPV.0045.01.

A Description

Maintain accessible crosswalks crossing the construction zone on existing pavement, new pavement, or temporary surface material. Provide one accessible crosswalk across Monroe Avenue at the intersections of Chicago Street, Walnut Street, Stuart Street, Pine Street, and Main Street. Provide accessible crosswalks across all side streets on both sides of Monroe Avenue. Accessible crosswalk to also be provided at Crooks Street when Chicago Street is closed for paving.

B Materials

Furnish a hard temporary surface material consisting of asphaltic surface temporary in accordance to standard spec 465.2, any grade of concrete in accordance to standard spec 602.2, skid resistant steel plating, or alternative material as proved by the engineer. Gravel or base course material is not acceptable.

Furnish safety fence in accordance to the article "Fence Safety".

Furnish 4-inch diameter polyvinyl chloride drainage pipe conforming to AASHTO M278.

Furnish a protective layer for use in protecting the existing curb and gutter and existing pavement from asphaltic surface temporary in order to allow easy removal of asphaltic surface. Obtain approval from the engineer for the protective layer material.

C Construction

C.1 Crosswalk

Install, maintain, move, and remove temporary surface material in Temporary Crosswalk Access locations as shown on the plan and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Install safety fence along both sides of the temporary crosswalk. Provide a gap in the safety fence as necessary to provide access for construction and public vehicles and across the temporary

crosswalk. The maximum width of the gap shall be 15 feet. Reconstruct Temporary Crosswalk Access when disturbed by construction operations or utility trenches.

C.2 Temporary Curb Ramp

Place 4-inch PVC drainage pipe in the flow line of the curb and gutter to maintain storm water drainage. Keep drainage pipe free of any debris that would inhibit drainage through the pipe.

Place a protective layer between the existing curb and gutter or existing pavement and the asphaltic surface or concrete for temporary curb ramp.

For the portion of the temporary curb ramp in the terrace area, form the foundation by excavating at least 3-inches. Tamp or compact the foundation to ensure stability.

Place asphaltic surface temporary in accordance to standard spec 465.3.1 or place concrete in accordance to standard spec 602.3.2.3, and as shown in the plan.

Maintain temporary curb ramps until permanent curb ramps and crosswalks are in place and open to pedestrian traffic as directed by the engineer.

Remove temporary curb ramps once permanent curb ramps and crosswalks are open and operational and restore the site.

D Measurement

The department will measure Temporary Crosswalk Access by the day, acceptably completed. The measured quantity will equal the number of calendar days a temporary crosswalk through the work area is open to pedestrian traffic. A temporary crosswalk is defined as an accessible crossing of a single leg of an intersection with temporary curb ramps meeting ADA requirements. Each day that the crosswalk is out of service for more than 2 hours will result in one day being deducted from the quantity measured for payment. Once the finished pavement and finished curb ramps are installed, the crossing will no longer be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Crosswalk Access	Day

Payment is full compensation for furnishing, loading, and hauling materials; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material and underlying base aggregate; for reconstructing or relaying the temporary surface material; and for furnishing and installing, and maintaining safety fence.

49. Manhole 4 Foot, Item SPV.0060.01; 5 Foot, Item SPV.0060.02; 6 Foot, Item SPV.0060.03; 8 Foot, Item SPV.0060.05; 10 Foot, SPV.0060.06.

A A Description

This special provision describes Constructing Manholes in accordance with plan details, Section 611 of the standard specifications, and as hereinafter provided.

B Materials

Conform to sections 501.2 and 611.2 of the standard specifications.

C Construction

Modify standard specification 611.3 to include the following:

Construct all manholes without steps. Cutting or pulling of steps out of new manhole sections is prohibited.

Construct flat manhole tops with a recessed ring to accommodate adjusting ring placement as shown in the plan details.

Construct all manholes to a minimum of 6 feet in depth from the finished rim grade to the base of the structure, as shown on the plan manhole detail.

Fill the bottom of the manhole structures with Grade A concrete as shown on the plan details.

D Measurement

The department will measure Manhole as units, acceptably completed.

E Payment

Supplement standard spec 611.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Manhole 4 Foot	Each
SPV.0060.02	Manhole 5 Foot	Each
SPV.0060.03	Manhole 6 Foot	Each
SPV.0060.05	Manhole 8 Foot	Each
SPV.0060.06	Manhole 10 Foot	Each

Payment for Manhole items is full compensation for providing all materials, including Grade A concrete; for finishing and forming flowlines in the manhole structures.

50. Manhole Covers Special, Item SPV.0060.08.

A Description

This special provision describes Constructing Manhole Covers in accordance to plan details, standard spec 611, and as hereinafter provided.

B Materials

Conform to standard spec 611.2.

C Construction

Conform to standard spec 611.3.

D Measurement

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

E Payment

Supplement standard spec 611.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Manhole Covers Special	Each

51. Storm Sewer Lateral Cleanouts 6-Inch, Item SPV.0060.09.**A General**

This special provision describes furnishing and installing storm sewer lateral cleanouts, in accordance with the pertinent provisions of standard spec 607, as shown on the plan and as hereinafter provided.

B Materials

Pipe and fittings furnished shall meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe (SDR 35) as set forth in ASTM Designation D-3034.

C Construction

Installation of storm sewer lateral cleanouts shall conform to the pertinent requirements set forth in standard spec 607.3.

D Measurement

The department will measure Storm Sewer Lateral Cleanouts by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Storm Sewer Lateral Cleanouts 6-Inch	Each

Payment for Storm Sewer Lateral Cleanouts, is full compensation for furnishing and installing, transporting, handling and placing all materials, including pipe, backfill, connections, fittings, frost sleeve and caps or plugs; for all excavation, compaction, disposal of surplus material and restoring the site of work.

52. City Standard Inlet, Item SPV.0060.10; City Special Inlet, Item SPV.0060.11.

A Description

This special provision describes Constructing Inlets in accordance to plan details, standard spec 611 , and as hereinafter provided.

B Materials

Conform to standard spec 611.2.

C Construction

Modify standard spec 611.3 to include the following:

Construct all inlets to a minimum depth of 6 feet from edge of gutter to the base of the structure as shown on the plan inlet details. Fill the bottom of the inlet structures with Grade A concrete as shown on the plan details.

D Measurement

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

E Payment

Supplement standard spec 611.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	City Standard Inlet	Each
SPV.0060.11	City Special Inlet	Each

53. Inlet Covers Standard, Item SPV.0060.12; Inlet Covers Special, Item SPV.0060.13.

A Description

This special provision describes Constructing Inlet Covers in accordance to plan details, standard spec 611, and as hereinafter provided.

B Materials

Conform to standard spec 611.2.

C Construction

Conform to standard spec 611.3.

D Measurement

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

E Payment

Supplement standard spec 611.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Inlet Covers Standard	Each
SPV.0060.11	Inlet Covers Special	Each

54. Pull Boxes Polymer Concrete 17 x 30 x 36 Inch, Item SPV.0060.15; 24 x 36 x 36 Inch, Item SPV.0060.16; 11 x 18 x 18 Inch, Item SPV.0060.17.

A Description

This special provision describes furnishing and installing pull boxes polymer concrete, in accordance to the applicable provisions of standard spec 653 and as hereinafter provided.

B Materials

Furnish the following Pull Boxes:

- (1) Newbasis Open Bottom 24 x 36 x 36 Inch Polymer Concrete Pull Box, 20K rating, embedded Power EMS marker, installed "TRAFFIC SIGNAL" cover nameplate. Cat PCA #243636-00006 (or approved equal).
- (2) Newbasis Open Bottom 24 x 36 x 36 Inch Polymer concrete Pull Box, 20K rating, embedded Power EMS marker, installed "FIBER OPTIC" cover nameplate. Cat PCA #243636-00006 (or approved equal).
- (3) Newbasis Open Bottom 11 x 18 x 18 Inch Polymer Concrete Pull Box, 20K rating, embedded Power EMS marker, installed "TRAFFIC SIGNAL" cover nameplate. Cat PCA #111818-00006 (or approved equal).
- (4) Newbasis Open Bottom 17 x 30 x 18 Inch Polymer Concrete Pull Box, 20K rating, embedded Power EMS marker, installed "STREET LIGHTING" cover nameplate. Cat PCA #173018-00006 (or approved equal). *Top half of streetlight pull boxes.*
- (5) Newbasis Open Bottom 17 x 30 x 18 Inch Polymer Concrete Pull Box, 20K rating, No cover. Cat PCA #173018-00000 (or approved equal). *Bottom half of streetlight pull boxes.*

C Construction

Install the pull boxes polymer concrete in accordance to standard spec 653.

Construct the pull box with an open bottom that is a minimum of 12-inches from the bottom of the pull box to the top of the lowest conduit.

Install the pull box on an aggregate base with a depth of 12-inches that extends 12-inches outward from the pull box in all directions.

Install the top of the pull box lid flush with the surrounding surface elevation if the surrounding surface is paved. When installed in landscaped areas, install the top surface of the pull box lid 1-inch above finished grade.

D Measurement

The department will measure Pull Boxes Polymer Concrete (Size) by each individual pull box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Pull Boxes Polymer Concrete 17 x 30 x 36 Inch	Each
SPV.0060.16	Pull Boxes Polymer Concrete 24 x 36 x 36 Inch	Each
SPV.0060.17	Pull Boxes Polymer Concrete 11 x 18 x 24 Inch	Each

Payment is full compensation for furnishing and installing pull boxes in accordance to these specifications and the applicable provisions of standard spec 653.

55. Concrete Bases Special Type 2, Item SPV.0060.21; and Type 3, Item SPV.0060.22; and Concrete Base Deco, Item SPV.0060.23.

A Description

This special provision describes constructing concrete bases, in accordance to the applicable provisions of standard spec 654 and as hereinafter provided.

B Materials

Furnish materials in accordance to standard spec 654

C Construction

Construct concrete bases in accordance to standard spec 654 and to the dimensions shown in the plans.

D Measurement

The department will measure Concrete Bases Special (Type) by each individual concrete base, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Concrete Bases Special Type 2	Each
SPV.0060.22	Concrete Bases Special Type 3	Each
SPV.0060.23	Concrete Bases, Deco	Each

Payment is full compensation for constructing concrete bases in accordance to these specifications and the applicable provisions of standard spec 654.

56. Monotube Pole T3 with 25-Ft Arm, Item SPV.0060.32; Monotube Pole T3 with 30 Ft Arm, Item SPV.0060.35; Monotube Pole T3 with 35 Ft Arm, Item SPV.0060.37; Monotube Pole T4 with 40 Ft Arm, Item SPV.0060.39; Monotube Pole T4 with 45 Ft Arm, Item SPV. 0060.40.

A Description

This special provision describes furnishing and installing mono-tube poles, arms, and attachments as shown on the plans and in accordance to the applicable provision of standard spec 657.

B Materials

Furnish the following according to the pertinent requirements of standard spec 657.2.2 and as shown on the plan details:

Pole T3, signal, 30-ft, galvanized with semi-gloss black finish, round tapered steel, min 7-gauge wall thickness, monotube curved traffic signal arm (length) mounted at 18-ft above base (see detail), removable metal top cap, 15-ft luminaire/camera arm with a 2-ft rise mounted to butt-plate near top of pole, 16 inch or manufacturer specified anchor bolt circle, include hardware except anchor bolt covers.

Pole Tt4, signal, 30-feet, galvanized with semi-gloss black finish, round tapered steel, min 7-gauge wall thickness, monotube curved traffic signal arm (length) mounted at 18-ft above base, monotube arm suitable for mounting one 5-section and two 3-section signals (see detail), removable metal top cap, 15-ft luminaire/camera arm with a 2-ft rise mounted to butt-plate near top of pole, 16.5 inch or manufacturer specified anchor bolt circle, include hardware except anchor bolt covers.

C Construction

Conform to the information provided on the plan details, the manufacturer's installation requirements and conform to the pertinent requirements of standard spec 657.3.

D Measurement

The department will measure Monotube Pole T3 or T4 and Arm (length) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Monotube Pole T3 with 25 Ft Arm	Each
SPV.0060.35	Monotube Pole T3 with 30 Ft Arm	Each
SPV.0060.37	Monotube Pole T3 with 35 Ft Arm	Each
SPV.0060.39	Monotube Pole T4 with 40 Ft Arm	Each
SPV.0060.40	Monotube Pole T4 with 45 Ft Arm	Each

Payment is full compensation for providing poles, arms, and all other attachments including grounding lugs and related mounting hardware; for leveling shims and fittings necessary to complete the work.

57. Pole T2 30-Foot, Item SPV.0060.45; Luminaire Arm Special 6-Foot, Item SPV.0060.46.

A Description

This special provision describes furnishing and installing poles and luminaire arms as shown on the plans and in accordance to the applicable provisions of standard spec 657.

B Materials

Furnish the following according to the pertinent requirements of standard spec 657.2.2 and as shown on the plan details:

Streetlight pole, 30-foot, galvanized with black semi-gloss finish, round tapered steel, 7-gauge wall thickness, P2 Tenon on top, receptacle mounting plate at 15-ft above base on same side as handhole, special mounting plate at 11.5-ft above base on same side as handhole, 11-inch bolt circle, elongated base mounting holes to fit 1-inch anchor bolts, include hardware except anchor bolt covers.

Luminaire Arm 6' SL.

C Construction

Conform to the information provided on the plan details, the manufacturer's installation requirements and conform to the pertinent requirements of standard spec 657.3

D Measurement

The department will measure Pole T2 30- Foot and Luminaire Arm Special 6-Foot as each individual unit, acceptably completed.

E Payment

Supplement standard spec 657.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Pole T2 30- Foot	Each
SPV.0060.46	Luminaire Arm Special 6-Foot	Each

58. Emergency Vehicle Preemption Card Rack, Item SPV.0060.50.

A Description

This special provision describes furnishing and installing card rack in the traffic signal controller cabinet.

B Materials

The card rack shall provide mounting and connections for the discriminator. The card rack shall be factory wired to one connector, located behind the card slot and a terminal block, located next to the discriminator slot, on the front of the card rack. The card rack connector on the front of the card rack shall be provided for all connections to the traffic signal controller. The card rack shall provide labeled terminal blocks for connecting the primary infrared detectors to a discriminator.

The card rack shall be a GTT Opticom Model 760 approved equal.

C Construction

Furnish and install Emergency Vehicle Preemption Card Rack for traffic signals. The card rack shall be mounted inside the traffic signal controller cabinet as directed by the engineer in the field.

D Measurement

The department will measure Emergency Vehicle Preemption Card Rack as each individual unit, complete and accepted in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.50	Emergency Vehicle Preemption Card Rack	Each

Payment is full compensation for furnishing and installing the card rack in the control cabinet.

59. Emergency Vehicle Preemption Multimode Phase Selector, Item SPV.0060.51; Emergency Vehicle Preemption Auxiliary Interface Panel, Item SPV.0060.57.

A Description

This special provision describes furnishing and installing an emergency vehicle preemption multimode phase selector and interface panel in the control cabinet as shown on the plans and as hereinafter provided.

B Materials

Furnish the following:

The emergency vehicle preemption multimode phase selector shall be a GTT Opticom Model 764, or approved equal.

The emergency vehicle preemption auxiliary panel shall be a GTT Opticom Model 768, or approved equal.

C Construction

Install emergency vehicle preemption multimode phase selector and auxiliary panel for traffic signals inside the cabinet in accordance to the manufacturer's installation requirements.

D Measurement

The department will measure Emergency Vehicle Preemption Multimode Phase Selector and Emergency Vehicle Preemption Auxiliary Panel as each individual unit complete and accepted in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.51	Emergency Vehicle Preemption Multimode Phase Selector	Each
SPV.0060.57	Emergency Vehicle Preemption Auxiliary Panel	Each

Payment is full compensation for furnishing and installing the multimode phase selector and auxiliary panel in the control cabinet.

60. Emergency Vehicle Preemption Intersection Equipment, Item SPV.0060.52.

A Description

This special provision describes furnishing and installing emergency vehicle preemption intersection equipment as shown on the plans and as hereinafter provided.

B Materials

The emergency vehicle preemption intersection equipment shall be a GTT Opticom Model 3100 GPS Receive and RF Transceiver Unit with separate antenna, or approved equal.

C Construction

Furnish and install emergency vehicle preemption intersection equipment for traffic signals. Set the initial aim angle at as specified by the City of Green Bay. Final adjustment shall be under the direction of the City of Green Bay.

D Measurement

The department will measure Emergency Vehicle Preemption Intersection Equipment as each individual unit, complete and accepted in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.52	Emergency Vehicle Preemption Intersection Equipment	Each

Payment is full compensation for furnishing and installing the Emergency Vehicle Preemption Intersection Equipment on monotube arms as shown on the plans; and for aiming the equipment.

61. Video Detection Monitor, Item SPV.0060.53.**A Description**

This special provision describes furnishing and installing a video monitor for the video detection system.

B Materials

The video detection monitor shall be a color video monitor with a minimum 9-inch diagonal picture tube. It shall support EIA standards RS-170 composite video signal (0.75 – 1.0V p-p). It shall have a resolution of 900 lines at center. Video bandwidth shall be >11 MHz. Loop through connectors shall be provided, and both input and output connectors shall be BNC.

The monitor power source shall be 120 VAC+/- 10%, 60 Hz. Ambient operating temperatures shall be +50 to +122 degrees Fahrenheit.

Located on the front panel, the controls shall be on/off, contrast, bright, vertical hold, and horizontal hold. Rear panel shall have controls for vertical size, vertical linearity and scan switch.

Dimensions shall not exceed 9" (W), 10" (H), and 10" (D).

C Construction

Furnish and install video detection monitor for traffic signals.

D Measurement

The department will measure Video Detection Monitor by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.53	Video Detection Monitor	Each

Payment is full compensation for furnishing and installing the monitor, making all connections, for furnishing and installing all connectors.

62. Rack Mounted Video Detection Ethernet Device, Item SPV.0060.54.

A Description

This special provision describes furnishing and installing a module that provides a single point interface to multiple rack-mounted video detection units. This module shall also have the capability to stream up to four simultaneous video streams over an Ethernet interface.

B Materials

B.1 Functional Capabilities

The interface device shall provide capabilities to enable multiple rack-mounted video detection processors to be locally and remotely accessed from a single point via one set of user interface devices. User interface devices are defined as a pointing device (mouse or track-ball) and video monitor.

Up to four video detection processor chains (video detection processor and extension modules) shall be accommodated.

The device shall allow the operator to switch video output display for any of the attached rack-mounted video detection processors by pressing a momentary switch or by using the remote access software.

Local user access to video detection programming shall be limited to the detection processor unit that is currently being displayed on the monitor.

All local programming and setup parameters for the video detection processor shall be user accessible through the interface unit without requiring the user to swap user interface cables between the video detection processors.

Remote access to the device shall be through the built-in Ethernet port or EIA-232 port via access software running on a Microsoft Windows based personal computer.

An internet browser-based remote access firmware shall also be available for remote setup and diagnostics of the interface unit.

The interface unit shall support streaming video technology using MPEG4 and H.264 standards to allow the user to monitor video detection imagery over the Ethernet interface. Motion JPEG streaming video shall not be allowed.

The user shall be able to select which video input to be displayed on the output video monitor by repeatedly depressing the menu button.

The user shall be able to select a quad view of all of the four cameras simultaneously on the output video monitor by depressing the menu button.

The interface unit shall allow four independent streams, one from each video detection processor, to be transported via Ethernet to four independent streaming video players simultaneously in CIF resolution.

The interface unit shall also have a browser interface that allows the user to configure the module.

The browser interface shall also allow the user to view the streaming video on the browser interface.

The browser interface shall allow the user to select the resolution of the displayed streamed video.

The interface unit shall support the streaming and display of D1, CIF, QCIF, VGA and QVGA video resolutions in a single stream or four concurrent streams in CIF resolution.

The interface unit shall allow the user to select a quad-view of all four input video signals to be shown on the browser interface.

The interface unit shall allow the user to manage the unit's Ethernet bandwidth usage by allowing the user to select the maximum bandwidth limit between 256 kbps and 7.0 Mbps.

The browser interface shall allow the user to change the unit's Ethernet network settings of IP address, subnet mask and default gateway.

The interface unit shall allow the user to upload new application firmware through the use of the browser interface.

Access to the interface unit shall be under password control and the browser interface shall allow the user to change the password.

The interface unit shall have the capability to perform IP port redirecting between the remote management software and each attached video detection processor. A unique IP port number shall be assigned for each video detection interface. The port number shall not be identical to the web browser interface of 80.

B.2 Interface Device Hardware

The interface device shall be specifically designed to mount in a standard TS-1, TS-2, and 170 type detector rack, using the edge connector to obtain power. No adapters shall be required to mount the interface device in a standard detector rack.

The interface device shall occupy no more than two slots in the detector rack and shall provide a loop-type handle for easy installation and removal.

The interface device shall be powered by 12 or 24 volts DC and shall not consume more than 6.25 watts. The unit shall automatically compensate for the different input voltages and shall be hot-swappable.

The interface device shall operate in a temperature range from -35°C to +74°C and a humidity range from 0% RH to 95% RH, non-condensing.

Video Ports – The interface unit shall accommodate a maximum of four composite video inputs and one video output.

Video inputs and video output shall be made via BNC connectors to ensure secure connections. RCA or other straight friction plug-in type connections shall not be allowed. Video inputs shall use a vendor supplied “octopus” cable to accommodate the four video inputs. Provisions shall be made to accommodate the mating cable to utilize jack screws for securing the octopus cable.

The interface unit shall accommodate either monochrome or color video signals conforming to NTSC or PAL video standards.

The interface unit shall automatically sense the video input signal and configure the video output port to either NTSC or PAL standards. Each video input signal shall be separately sensed to allow mixed video signals.

The interface unit shall interface with up to four video detection processor using RJ-45 interface connections.

The interface unit shall support the use of USB pointing devices. The unit shall support either a USB mouse or trackball. Pointing devices shall not require vendor specific pointing device software drivers.

An EIA-232 communications port shall be provided for local and remote access. The connector for this port shall be a 9-pin “D” subminiature connector on the front of the interface unit. Provisions shall be made to accommodate mating cables to utilize jack screws for securing cables.

Hi-intensity LED status lights shall be provided to facilitate system monitoring. Indicators shall be provided to show the status of the internal processor, video lock and indication of which video input is being monitored.

An Ethernet port shall be integrated within the interface unit. The Ethernet port shall conform to 802.3 Ethernet specifications and shall auto-sense between 10 and 100 Mbps data rates. Industry standard TCP/IP (UDP and TCP packets) protocol shall be supported. The Ethernet connection shall be made through a RJ-45 connector.

B.3 Limited Warranty

The supplier shall provide a limited three-year warranty on the video detection system. See suppliers standard warranty included in the Terms and Conditions of Sale documentation.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

B.4 Maintenance and Support

The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the interface unit and video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on-site technical support services.

Installation or training support shall be provided by a factory authorized representative.

All product documentation shall be written in the English language.

C Construction

Furnish and install Video Rack Mounted Video Detection Ethernet Device.

D Measurement

The department will measure Rack Mounted Video Detection Ethernet Device by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.54	Rack Mounted Video Detection Ethernet Device	Each

Payment is full compensation for furnishing and installing the equipment, making all connections, for furnishing and installing all connectors.

63. Traffic Signal Controller and Cabinet, Item SPV.0060.55.

A Description

This special provision describes the installation of Traffic Signal Controllers and Cabinets.

B Materials

Furnish Traffic Signal Controllers and Cabinets that are in accordance to the pertinent requirements of standard spec 675 and as hereinafter described.

- (1) Traffic Signal Controllers
 - a. Manufacturer Experience
 - i. The manufacturer must have at least five years experience in the manufacture of traffic controllers and systems.
 - b. Authorized Distributor
 - i. The vendor must have been an authorized distributor of this brand of traffic control systems for at least 3 years.
 - ii. The vendor must have sufficient personnel and facilities to perform any necessary service within 24 hours.
 - c. Size, Environmental, and Mounting Requirements
 - i. Maximum enclosure dimensions (11"H x 17"W x 9"D).
 - ii. Shelf-mount aluminum, steel, or high-impact polycarbonate enclosure.
 - iii. Operating temperature range -30F to +165F.
 - d. I/O Connections
 - i. One TS2 type SDLC connector.
 - ii. Two 25-pin RS-232 "D" connectors.
 - iii. One 37-pin "D" connector.
 - e. Power Requirements
 - i. Operating voltage range 89 to 135 VAC.
 - ii. Operating frequency range 57 to 63 Hz.
 - iii. Maximum power consumption 35 watts.
 - f. User Interface
 - i. Minimum LCD display size 8 line x 40 character.
 - ii. LCD display contrast control.
 - iii. Backlit LCD display.
 - iv. Weatherproof tactile keypad.
 - v. Numeric, function, and cursor control keys.
 - vi. Complete programming, editing, and status capability.
 - g. Standards and Control Features
 - i. Meets or exceeds NEMA TS2-2003 Actuated controller standards.
 - ii. Upgradable to NTCIP functions and able to communicate with existing City of Green Bay traffic signal controllers.
 - iii. Permanent program and data retention in EEPROM memory with no battery.
 - iv. Coordination modes: Permissive, Yield, Permissive Yield, Permissive Omit, Sequential Omit, and Full Actuated.
 - v. 16 Vehicle and pedestrian phases.
 - vi. 4 Timing rings.
 - vii. 16 programmable overlaps.
 - viii. 64 vehicle detector capability.
 - ix. Adaptive Maximum routines.
 - x. Adaptive Protected/Permissive routines.

- xi. Coordination Virtual Split routine.
 - xii. Six Pre-emption routines.
 - xiii. Six Priority routines.
 - xiv. Local Alarm log, 120 events.
 - xv. Communication Fault log, 60 events.
 - xvi. Detector Fault log, 60 events.
 - xvii. System Detector log, 96 events.
 - xviii. MMU Fault log, 10 events.
 - xix. Automatic Permissive Periods.
 - xx. Fixed or Floating force-offs.
 - xxi. Crossing arterial coordination.
 - h. Time-Based Control and Coordination
 - i. 250 Total events.
 - ii. 99 Day programs.
 - iii. 10 Week programs.
 - iv. Pattern selection event capability.
 - v. Coordination Free event capability.
 - vi. Intersection Flash event capability.
 - vii. Intersection Dimming event capability.
 - viii. Detector Diagnostic Parameter event capability.
 - ix. System Detector Logging event capability.
 - x. Three Auxiliary function event capabilities.
 - xi. Eight special function event capabilities.
 - xii. Sixteen Traffic function event capability.
 - i. Components
 - i. One year parts and labor warranty on all mechanical, electrical, and cable Suitable for operation on the MS WINDOWS® XP SP3 operating system.
 - ii. Free telephone technical support by factory authorized technicians for hardware installation and maintenance.
- (2) Traffic Signal Cabinet
- a. Manufacturer Experience
 - i. The manufacturer must have at least three years experience in the manufacture of traffic controllers and systems.
 - b. Authorized Distributor
 - i. The vendor must have been an authorized distributor of this brand of traffic control systems for at least 3 years.
 - ii. The vendor must have sufficient personnel and facilities to perform any necessary service within 24 hours.
 - c. Cabinet Size, Construction, And Mounting Requirements
 - i. Size P cabinet 56"H x 44"W x 27.5" D.
 - ii. Standard ground-mount bottom opening.
 - iii. Corrosion resistant min. 0.125" thick vinyl-coated aluminum construction.
 - iv. Light gray exterior, gloss white interior.
 - v. Intake air vent with filter.

- vi. Exhaust vent with insect screen.
- vii. Three-point latching handle mechanism with double nylon rollers.
- viii. Main door lock tumbler with #2 key.
- ix. Flush switch compartment with hinged door and standard Police lock.
- x. Side and rear mounting channels.
- xi. Flanged door opening with top drip-edge.
- xii. Stainless steel door handle with padlocking provisions.
- xiii. Neoprene door seal gasket.
- xiv. Heavy-duty aluminum door hinge with non-removable pin.
- xv. Two aluminum equipment shelves.
- xvi. Door hold-open mechanism.
- d. Cabinet Interior Equipment
 - i. One 8-Phase, minimum 12 load switch NEMA TS2-1998 load bay fully-populated with load switches.
 - ii. One MMU 12 channel malfunction management unit, NEMA signal connector ports, SDLC port, 10/100 base-TX Ethernet port, EIA RS-232 DB9 Serial communications port, Individual LCS displays for setup and messages and red, yellow, green, walk channel status. Internal fault log, internal 24-hour clock, free MS Windows-based download and configuration software.
 - iii. NEMA TS2-1998 Bus Interface Units as required for load bay and detector rack. SDLC port, 8 inputs, 4 optical inputs, 15 outputs, 24 inputs/outputs.
 - iv. NEMA TS2-1998 power supply with fused and LED indicated +12VDC, +24VDC, 12 VAC, line frequency reference and 24VDC test jack outputs.
 - v. Six NEMA flasher relay sockets fully-populated with relays.
 - vi. One NEMA 2-circuit flasher socket with flasher.
 - vii. Thermostatically-controlled ventilation fan.
 - viii. Thermostatically-controlled 250W cabinet heater.
 - ix. Cabinet work light with switch.
 - x. Four pedestrian actuation test switch.
 - xi. Duplex GFCI 120VAC service outlet fused at 15A.
 - xii. Duplex Non-GFCI 120VAC outlet fused at 15A for internal equipment use.
 - xiii. Controller timing switch with RUN, NORMAL, and STOP-TIME positions.
 - xiv. Controller ON/OFF switch.
 - xv. Watertight point pouch.
 - xvi. 50A power panel with load relays, circuit breakers, and neutral and ground terminals.
 - xvii. Lightning arrestors, surge protection, and power line filter.
 - xviii. One 16-channel TS2 type vehicle detector rack capable of supporting video or inductive loop detectors.

- xix. One single-mode fiber optic to Ethernet switch with -40C to +85C operating temperature range and galvanized shielded case. Switch to have two duplex SC fiber ports and six 10/100 base-TX Ethernet ports.
 - xx. One 200-ft six strand single-mode optical fiber drop cable with pre-terminated ST connector patch panel on one end.
 - xxi. One 1-pole 20A 120VAC lightning contactor.
 - xxii. Vehicle Detector (2), traffic signal magnetic loop type, 4-channel, rack-mount, self-tuning, LCD display for each channel, Oracle 4E, Reno E/2-1500, or equal.
- e. Controller and Equipment I/O Connections
 - i. Controller power connector.
 - ii. SDLC cables and connectors for controller, MMU, and all BIUs.
 - iii. NEMA MMU wiring harness with sufficient channel capacity to accommodate all load bay load switches.
 - iv. Detector rack wiring harness.
 - v. Power supply wiring harness.
 - vi. 4-channel pedestrian button isolation panel with power supply.
 - vii. Pedestrian button field termination panel.
 - viii. Two single-mode 3-ft duplex fiber-optic patch cables with SC connectors on one end and ST connectors on the other end.
 - ix. Three shielded 3-ft CAT-5e 10/100 base TX Ethernet patch cables.
- f. Police Door Controls
 - i. Signal ON/OFF switch.
 - ii. NORMAL/FLASH switch.
 - iii. Controller AUTO/HAND switch.
 - iv. Controller manual pushbutton with 6-ft coiled cord.
- g. Components
 - i. One year parts and labor warranty on all mechanical, electrical, and cable component repairs and replacements.
- h. Technical Support
 - i. Free telephone technical support by factory authorized technicians for one year after installation .250 Total events.
- i. Documentation
 - i. Two printed copies of wiring schematics to include all cabinet and back panel wiring and intersection phasing.
 - ii. One digital copy of wiring schematic on CD in AutoCad DWG format.

C Construction

Construct in general conformance with the relevant provisions of standard spec 675.

D Measurement

The department will measure Traffic Signal Controller and Cabinet as each individual assembly, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.55	Traffic Signal Controller and Cabinet	Each

Payment is full compensation for furnishing and installing the Traffic Signal Controller and Cabinet, for making all connections, for furnishing all required testing.

64. Traffic Signal Ground Sleeve, Item SPV.0060.56.**A Description**

This special provision describes installing a traffic signal ground sleeve in accordance to the applicable provisions of standard spec 654 and as hereinafter provided.

B Materials

Furnish the following: Nordic Fiberglass, Inc., Model GST-44-26-24-GR-20x12 traffic signal ground sleeve.

C Construction

Construct in general conformance with the relevant provisions of standard spec 654 and the manufacturer's directions.

D Measurement

The department will measure Install Traffic Signal Ground Sleeve as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.56	Traffic Signal Ground Sleeve	Each

Payment is full compensation for furnishing and installing the traffic signal ground sleeve; for excavating, backfilling, and disposing of surplus materials.

65. Street Light Underground Service, Item SPV.0060.60.**A Description**

This special provision describes furnishing and installing an underground street light service as detailed in the plans.

B Materials

Provide the Nordic Fiberglass, Inc. Utility Roto-Cab Cabinet Model No. ND-362442-GR-X-X-X in Mist Gray color.

Trinetics MR-YCL, Part 33050200; 2-pole 120/240V, Norm Open; Form A air contact, 100A; Load Protection: Circuit Breaker; Coil Voltage: 20V; Control Circuit source: Line; HOA switch: Internal; Control circuit arrestor: Spark Gap; weather proof case.

C Construction

Installation of the underground street light service shall be in accordance to the manufacturer's instructions, standard spec 656.3, Wisconsin Public Service Corporation regulations and the detail included in the plans.

D Measurement

The department will measure Street Light Underground Service as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.60	Street Light Underground Service	Each

Payment is full compensation for furnishing and installing all materials including cabinet, lighting contactor enclosures, NEMA 120V, 1000W plug-in photo-control with lightning arrestor, control wiring between photo-control socket and lighting contactors, mounting panels and fasteners, conduit and fittings, circuit breakers, grounding electrodes and connections.

66. Removing Street Lights, Item SPV.0060.61.

A Description

This special provision describes removing Street Light poles in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. Removal of street light concrete bases will be measured and paid for under the contract bid item of removing concrete bases.

B (Vacant)

C Construction

Conform to standard spec 204.3.

D Measurement

The department will measure Removing Street Lights by each individual street light, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.61	Removing Street Light	Each
204-025 (20041005)		

67. Wallpack Lighting, Item SPV.0060.63.**A Description**

This special provision describes furnishing and installing highway and walkway lighting in accordance to the applicable provisions of standard spec 659.

B Materials

Furnish the following lighting unit:

Halophane, Wallpack IV, W4G-30C-1000-40K-T3M-MVOT-BK

C Construction

Conform to the manufacturer's installation requirements and the pertinent requirements of standard spec 659.3.

D Measurement

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

E Payment

Supplement standard spec 659.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.63	Wallpack Lighting	Each

68. Luminaire Special HPS 150 Watts, Item SPV.0060.64; 250 Watts, item SPV.0060.65.**A Description**

This special provision describes furnishing and installing highway and walkway lighting in accordance to the applicable provisions of standard spec 659.

B Materials

Furnish the following lighting unit in accordance to the pertinent requirements of standard spec 659.2:

Luminaire Special HPS 150 Watts: American Electric Lighting, LuxMaster 53 Series, 53-15S-CA-MT1-R3-FG-BK-LC-PC.

Luminaire Special HPS 250 Watts: American Electric Lighting, LuxMaster 153 Series, 153-25S-CA-MT1-R3-FG-BK-LC-PC.

C Construction

Conform to the manufacturer's installation requirements and the pertinent requirements of standard spec 659.3.

D Measurement

The department will measure Luminaire Special 150 Watts and Luminaire Special 250 Watts as each individual unit, acceptably completed.

E Payment

Supplement standard spec 659.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.64	Luminaire Special 150 Watts	Each
SPV.0060.65	Luminaire Special 250 Watts	Each

69. Luminaire Utility Post Top, Item SPV.0060.66; Luminaire Cross Arm and Wall Bracket, Item SPV.0060.67.

A Description

This special provision describes furnishing and installing highway and walkway lighting in accordance to the applicable provisions of standard spec 659.

B Materials

Furnish the following lighting unit:

Halophane, Utility Posttop Full Cutoff LED, PUL-070-4K-AS-B-L3-S-H-PCS

Furnish the following cross arm and wall bracket used for mounting the utility post top luminaire to the 30-ft lighting poles (Pole T2 30-Foot):

Halophane, Annapolis Series Crossarm AWB-CA-BKH

C Construction

Conform to the manufacturer's installation requirements and the pertinent requirements of standard spec 659.3.

D Measurement

The department will measure Luminaire Utility Post Top and Luminaire Cross Arm and Wall Bracket as each individual unit, acceptably completed.

E Payment

Supplement standard spec 659.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.66	Luminaire Utility Post Top	Each

70. Pedestrian Pole 15-Ft with Base, Item SPV.0060.68.**A Description**

This special provision describes furnishing and installing poles in accordance to the applicable provisions of standard spec 657.

B Materials

Furnish the following pole unit:

Halophane, Rockford Harbor Aluminim Pole RHA-15-S5J-18-P08-ABG-BK

C Construction

Conform to the manufacturer's installation requirements and the pertinent requirements of standard spec 657.3.

D Measurement

The department will measure Pedestrian Pole 15-FT With Base as each individual unit, acceptably completed.

E Payment

Supplement standard spec 659.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.68	Pedestrian Pole 15-FT	Each

71. Adjusting Water Valve Boxes, Item SPV.0060.70; Adjusting Curb Boxes, Item SPV.0060.71.**A Description**

This special provision describes the adjustment of existing water valve boxes and curb boxes to comply with the proposed finished grades.

B Materials

Utilize existing valve boxes and curb stop boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with the City of Green Bay and contact Brian Powell at (920) 448-3480 to obtain required materials.

C Construction

Comply with the applicable portions of standard spec 611. Adjust water valve boxes and curb stop boxes to comply with the proposed finished grades.

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

Adjust curb stop boxes by removing the top cover; lower by cutting and rethreading the male pipe threads, or raise by installing a pipe coupler and suitable length of new pipe. Reinstall the top cover. In locations where the adjustment to finished grade is minor, there may be enough available adjustment within the existing curb stop box base to raise or lower to finished grade.

Complete adjustments in such a manner to avoid any damage to the water valve boxes and curb stop boxes. Clean out any material deposited in the water valve boxes or curb stop boxes. Provide the City of Green Bay two working days advance notice prior to adjusting to finished grade.

D Measurement

The department will measure Adjusting Water Valves and Adjusting Curb Boxes as each individual unit, acceptably completed.

E Payment

The department will pay for measured quantities as per standard spec 611 at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.70	Adjusting Water Valve Boxes	Each
SPV.0060.71	Adjusting Curb Boxes	Each

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

72. Determination of Active Storm Sewer Laterals, Item SPV.0060.73.

A Description

This special provision describes conducting the necessary investigations to determine which storm sewer laterals or private storm sewer leads are active and need to be reconnected or relayed.

B (Vacant)

C Construction

Dye test, televise or provide the necessary inspections to determine if any laterals or other private storm sewer pipes from adjacent properties that are uncovered during construction are active and need to reconnect to the Monroe Avenue storm sewer.

Investigate private storm sewer inlets on adjacent properties that are not shown on the plans as being reconnected to the proposed storm sewer, prior to beginning storm sewer operations. Pump standing water and clear debris from existing inlets as needed in order to conduct the investigation. Provide a list of connections that are required to be made to the engineer along with the required storm sewer sizes prior to ordering pipe.

D Measurement

The department will measure Determination of Active Storm Sewer Laterals by each lateral or storm sewer lead investigation, successfully completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.73	Determination of Active Storm Sewer Laterals	Each

Payment is full compensation for providing all labor and materials; for temporary pumping or cleaning of inlets; for furnishing all dye testing, televising or other testing or inspection methods used to identify active laterals or other private storm sewer; for disposing of debris and all incidentals necessary to complete the work.

73. Adjusting Tracer Wire Boxes, SPV.0060.74.

A Description

This special provision describes the adjustment of tracer wirer boxes on sanitary sewer facilities to comply with the proposed finished grades.

B (Vacant)

C Construction

Comply with the applicable portions of standard spec 611 and the City of Green Bay specifications. Adjust tracer wire boxes to comply with the proposed finished grades.

D Measurement

The department will measure Adjusting Tracer Wire Boxes as each individual unit, acceptably completed.

E Payment

The department will pay for measured quantities as per standard spec 611 at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.74	Adjusting Tracer Wire Boxes	Each

Payment is full compensation for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work.

74. Check Valve 43 x 68-Inch, Item SPV.0060.75

A Description

This special provision describes providing and installing a rubber check valve inside a proposed storm sewer pipe at locations as shown on the plan.

B Materials

All valves shall be of the slip-in CheckMate[®] as manufactured by Tideflex Technologies[®], A Division of Red Valve Company, Carnegie, PA 15106, or equal.

Check valves shall be all rubber and the flow operated check type with slip-in cuff or flange connection. The entire check valve shall be ply reinforced throughout the body, disc and bill, which is cured and vulcanized into a one-piece unibody construction. A separate valve body or pipe used as the housing is not acceptable. The valve shall be manufactured with no metal, mechanical hinges or fasteners, which would be used to secure the disc or bill to the valve housing. The port area of the disc shall contour down, which shall allow passage of flow in one direction while preventing reverse flow. The entire valve shall fit within the pipe I.D. Once installed, the check valve shall not protrude beyond the face of the Storm Sewer Structure or end of the pipe.

The downstream end of the valve must be circumferentially in contact with the pipe while in the closed positions.

Furnish slip-in style check valve with a set of stainless steel expansion clamps. The clamps, which will secure the valve in place, shall be installed inside the cuff portion of the valve, based on installation orientation, and shall expand outwards by means of a turnbuckle. Each clamp shall be pre-drilled allowing for the valve to be pinned and secured into position in accordance to the manufacturer's installation instructions. Flange style check valves will be furnished with a stainless steel, ANSI 125/150 drilled, retaining ring unless specified otherwise.

C Construction

Install valve in accordance to manufacturer's written Installation and Operation Manual.

Manufacturer's customer service and/or authorized representative shall be available during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.

D Measurement

The department will measure Check Valve (size) by each individual valve, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.75	Check Valve 43 x 68-Inch	Each

Payment is full compensation for furnishing all materials, installation, manufacturer's customer service and/or authorized representative present at the construction site during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.

75. Street Sweeping, Item SPV.0075.01.**A Description**

Remove small dirt and dust particles from roadway and adjacent streets by periodically using a street sweeper during the project as directed by the engineer.

B (Vacant)**C Construction**

Provide a self-contained particulate collector to prevent discharge from the collection bin into the atmosphere. Dry brooming of the pavement will not be allowed. When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere.

D Measurement

The department will measure Street Sweeping by the hour that the street sweeper is being operated on the project picking up and removing debris from the roadway, 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.0075.01	Street Sweeping	Hours

Payment is full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

76. Storm Sewer Lateral 6 Inch, Item SPV.0090.01; 12 Inch, Item SPV.0090.02.

A Description

This special provision describes constructing storm sewer laterals in accordance with the pertinent provisions of standard spec 607, at locations as shown on the plans and as directed by the engineer, and as hereinafter provided.

B Materials

Supplement standard spec 607.2 as follows:

B.1 Backfill and Bedding

Refer to storm sewer special provisions.

B.2. Polyvinyl Chloride (PVC) Pipe SDR 35 and Fittings (Includes Clean Out)

- (1) Pipe and fittings furnished shall meet the requirements for Type PSM PVC Sewer Pipe and Fittings, as set forth in ASTM Designation D-3034 and subsequent revisions thereof.
- (2) The dimensions of the pipe shall be in accordance with ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arcs spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.
- (3) Each length of pipe and each fitting shall be marked as follows:
 - a. Manufacturer's name or trademark.
 - b. Nominal pipe size.
 - c. The PVC cell classification, e.g., 12454-B.
 - d. The legend Type PSM PVC Sewer Pipe.
 - e. ASTM Designation D-3034.
- (4) Pipe fittings shall be in accordance with all manufacturers' recommendations.
- (5) All pipe and fittings shall be by one manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212. PVC gasketed sewer fittings shall conform to the requirements of ASTM F1336.
- (6) Flexible couplings shall be manufactured from flexible PVC intended for water-tight joints and shall be 3/8 inch thick with multiple sealing ribs. Each coupling shall consist of 2 Series 300 (18-8) all stainless steel, extra strength (0.040 thick) T-bolt clamps with multiple take up points. The flexible couplings shall conform to the applicable parts of ASTM C443, C425, C564, D1869, and

C1173. The flexible couplings shall be manufactured to connect the PVC replacement pipe with pipes of different materials.

- (7) Flexible water tight connectors intended for connecting PVC lateral to cored precast reinforced concrete pipe. The connector shall conform to the requirements of ASTM C923.

C Construction

Construct storm laterals in accordance with standard spec 607.3 and as hereinafter provided:

The existing and proposed lateral locations shown on the plans were provided by the City of Green Bay and are approximate; the exact locations of proposed laterals will be determined by the City of Green Bay prior to storm sewer construction operations under this contract. Additional connections to mains / inlets may exist that require reconnection. Contact Kristin Romanowicz, Assistant City Engineer at (920) 448-3100. It is the responsibility of the contractor to locate and reconnect all existing active connections. If the contractor can confirm that an existing lateral is bulkheaded and / or not a live connection, replacement of the lateral will not be necessary.

At locations where the adjoining properties have existing active storm sewer laterals, connect to the existing lateral. New laterals which are not connected to existing laterals shall be capped in accordance with the plan details. Remove and relay storm laterals from the main to 5-feet back of curb or property line, whichever is closer. The contractor shall use a reducer at a point 5-feet back of the proposed curb and gutter if the proposed storm lateral size is different from the existing storm lateral size.

Storm sewer laterals will be laid at a minimum slope of 1.0 percent unless otherwise approved by the engineer. At locations where laterals are not connected to an existing lateral, the lateral shall have 4 feet of cover at the right-of-way line unless approved by the engineer. If 4 feet of cover cannot be provided the depth may be reduced to 3 feet. If the minimum 3 foot depth cannot be obtained, the lateral may be laid at a slope of 0.5 percent.

Connections between the lateral pipe and existing lateral to be made using hard PVC gasketed sewer fitting or sleeve. Use flexible couplings only when connecting dissimilar pipe materials (PVC to rigid pipe material) or dissimilar pipe sizes. Install flexible coupling in accordance with the manufacturer's recommendations.

Connections between the lateral pipe and cored precast reinforced concrete pipe to be made using flexible water tight connectors. Install connectors in accordance with the manufacturer's recommendations.

Install tracer wire in accordance with the storm sewer tracer wire special provision.

D Measurement

The department will measure Storm Sewer Lateral by the linear foot in accordance with standard spec 607.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Storm Sewer Lateral 6 Inch	LF
SPV.0090.02	Storm Sewer Lateral 12 Inch	LF

Payment is full compensation according to standard spec 607.

77. Abandoning Storm Sewer Less Than 12-Inch, Item SPV.0090.03; 12-Inch To 24-Inch, Item SPV.0090.04; Greater than 24-Inch To 36-Inch, Item SPV.0090.05.

A Description

This special provision describes filling the storm sewer that will be abandoned, with cellular concrete (slurry), size and location as shown on plans, in accordance to the applicable standard specs 204, 501 and 519, and as hereinafter provided.

B Materials

Provide cellular concrete (slurry) comprised of 1 part cement, 1 part fly ash, 8 parts sand and an approved equal, and water. All components shall conform to the applicable requirements of standard spec 501.2.

Provide mortar and brick in accordance to standard spec 519.

C Construction

The storm pipe to be abandoned shall be filled with slurry from one end and a vent pipe must be placed on the other end. The slurry may have to be mechanically pumped into the old pipe to be sure the entire pipe is completely filled. The ends of the pipes shall be sealed with mortar and bricks.

D Measurement

The department will measure the Abandoning Storm Sewer (Size) per linear foot of pipe filled and acceptably completed. Storm sewer size will be based on the interior diameter of the pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Abandoning Storm Sewer Less Than 12-Inch	LF
SPV.0090.04	Abandoning Storm Sewer 12-Inch to 24-Inch	LF
SPV.0090.05	Abandoning Storm Sewer Greater than 24-Inch to 36-Inch	LF

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

78. Concrete Curb and Gutter Special 24 Inch Type A, Item SPV.0090.10, Type D, Item SPV.0090.11.

A Description

This special provision describes constructing concrete curb and gutter, in accordance to the applicable provisions of standard spec 601 and as hereinafter provided.

B Materials

Furnish materials in accordance to standard spec 601.

C Construction

Construct concrete curb and gutter in accordance to standard spec 601 and to the dimensions shown in the plans.

D Measurement

The department will measure Curb and Gutter Special 24 Inch (Type) by the linear foot of concrete curb and gutter, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Curb and Gutter Special 24 Inch Type A	LF
SPV.0090.11	Curb and Gutter Special 24 Inch Type D	LF

Payment is full compensation for constructing curb and gutter in accordance to these specifications and the applicable provisions of standard spec 601.

79. Fiber Optic Warning Tape, Item SPV.0090.51.

A Description

This special provision describes furnishing and installing fiber optic warning tape above all conduit containing fiber optic cable.

B Materials

Provide 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable": and is orange in color.

C Construction

Lay warning tape directly above all underground conduits to a depth of 12-inches below grade.

D Measurement

The department will measure Fiber Optic Warning Tape in length by the linear foot of cable, measured along the centerline of the conduit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.51	Fiber Optic Warning Tape	LF

Payment is full compensation for furnishing and installing the marking tape; properly disposing of surplus materials.

80. Fiber Optic Tracer Cable, Item SPV.0090.52.**A Description**

This special provision describes furnishing and installing fiber optic tracer cable in all conduit containing fiber optic cable.

B Materials

Provide the tracer cable with a black insulation cover No. 14 AWG, XLP, USE rated, 600 VAC, single conductor, copper wire.

C Construction

Install the tracer cable in all conduit containing fiber optic cable, running continuously through all pull boxes. Install the tracer cable to each control cabinet but do not enter the cabinet. The tracer cable may be spliced only in pull boxes. Make splices only between full rolls of wire. For the cable splice use a Western Union Splice soldered with resin core flux. All exposed surfaces of the solder shall be smooth. Solder splices using a soldering iron. Cover the splice with a WCSMW 30/100 heat shrink tube, minimum length 4-inches, and with a minimum one inch coverage over the XLP insulation, underwater grade.

D Measurement

The department will measure Fiber Optic Tracer Cable in length by the linear foot of cable, measured along the centerline of the conduit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.52	Fiber Optic Tracer Cable	LF

Payment is full compensation for furnishing and installing the tracer cable; splicing; properly disposing of surplus materials.

81. Emergency Vehicle Preemption GPS Installation Cable, Item SPV.0090.53.

A Description

This special provision describes furnishing and installing emergency vehicle preemption gps installation cable and making all connections as shown on the plans and as hereinafter provided.

B Materials

The emergency vehicle gps installation cable shall carry power from the connection in the controller cabinet to the detector and shall carry a quality signal from the detector to the discriminator to achieve the proper operation.

The emergency vehicle preemption gps installation cable shall be GTT Opticom Model 1070 GPS, or approved equal.

C Construction

Install the lead-in cable at the locations shown on the plans.

D Measurement

The department will measure Emergency Vehicle Preemption GPS Installation Cable in length by the linear foot of cable acceptably furnished and installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.53	Emergency Vehicle Preemption GPS Installation Cable	LF

Payment is full compensation for furnishing and installing cable; for making all connections; for furnishing and installing all connectors, including wire nuts, splice kits, tape, insulating varnish or sealant and ground lug fasteners, for testing.

82. Fiber Optic Interconnect Cable, Item SPV.0090.55.

A Description

This special provision describes fiber optic interconnect cable in accordance to the applicable provisions of standard spec 655.

B Materials

Furnish the following fiber optic interconnect cable:

Corning Cable Systems, ALTOS Loose Tube, Gel-Free, All-Dielectric Cable with Fast Access Technology, 12F, Single-mode(OS2); Part Number 012EU4-T4701D20

C Construction

Conform to the manufacturer's installation requirements and the pertinent requirements of standard spec 655.3.

The City of Green Bay will make all splices and connections.

D Measurement

The department will measure Fiber Optic Interconnect Cable by the linear foot, acceptably completed.

E Payment

Supplement standard spec 655.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.55	Fiber Optic Interconnect Cable	LF

83. Storm Sewer Pipe PVC 12 Inch, Item SPV.0090.60; 15-Inch, Item SPV.0090.61.

A Description

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

B Materials

Supplement standard spec 607.2 as follows:

B.1 Backfill and Bedding

Refer to storm sewer special provision.

B.2 Polyvinyl Chloride (PVC) Pipe SDR 35 and Fittings

- (1) Pipe and fittings furnished shall meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings, as set forth in ASTM Designation D-3034 and subsequent revisions thereof.
- (2) The dimensions of the pipe shall be in accordance to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arcs spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.

- (3) Each length of pipe and each fitting shall be marked as follows:
 - a. Manufacturer's name or trademark.
 - b. Nominal pipe size.
 - c. The PVC cell classification, e.g., 12454-B.
 - d. The legend Type PSM PVC Sewer Pipe.
 - e. ASTM Designation D-3034.
- (4) Pipe fittings shall be in accordance to all manufacturer's recommendations.
- (5) All pipe and fittings shall be by one manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212.
- (6) Flexible couplings shall be manufactured from flexible polyvinyl chloride (PVC) intended for water-tight joints and shall be 3/8 inch thick with multiple sealing ribs. Each coupling shall consist of 2-Series 300 (18-8) all stainless steel, extra strength (0.040 thick) T-bolt clamps with multiple take up points. The flexible coupling shall conform to the applicable parts of ASTM C443, C425, C564, D1869, and C1173. The flexible couplings shall be manufactured to connect the PVC replacement pipe with pipes of different materials.

C Construction

Conform to standard spec 607.3.

Install tracer wire in accordance to the storm sewer tracer wire special provisions.

D Measurement

The department will measure Storm Sewer Pipe PVC (Inch) by the linear foot in accordance to standard spec 607.4

E Payment

Supplement standard spec 607.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.60	Storm Sewer Pipe PVC 12 Inch	LF
SPV.0090.61	Storm Sewer Pipe PVC 15 Inch	LF

- 84. Remove and Salvage Traffic Signals Monroe Avenue and Mason Street Ramp Intersections, Item SPV.0105.01; Monroe Avenue and Chicago Street, Item SPV.0105.02, Monroe Avenue and Walnut Street, Item SPV.0105.03; Monroe Avenue and Cherry Street, Item SPV.0105.04; and Monroe Avenue and Pine Street, SPV.0105.05.**

A Description

This special provision describes removing and salvaging traffic signals in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

Inventory the quantity and condition of the control cabinet, controller, traffic signals, lighting equipment, and pull box frames and covers prior to removal. Provide the engineer and the City of Green Bay Public Works Department with a copy of the inventory prior to removal. Contact City Traffic Engineer Dave Hansen, (920) 448-3098.

Notify the City's Public Works Department at least three working days prior to the desired starting date for the removal of the traffic signals. The city's electrical unit will arrange for de-energizing the signals with the local electrical utility. The city's electrical unit will verify that the traffic signals have been de-energized and will then notify the engineer. Contact Roy Campbell, (920) 391-3650.

Remove and salvage the control cabinet, controller, traffic signals and pull box frames and covers, following notification by the engineer to do so, in such a manner that they are not damaged.

The contractor will be responsible for all work to remove the traffic signal cabinet and its internal modules.

Remove the traffic signal standards and poles from their concrete bases. Remove the attached transformer bases, trombone arms, monotube arms, and luminaire arms from the standards or poles. Access hand hole doors and hardware shall remain intact. Remove the pull box frames and covers from the corrugated pipe.

Notify the city's Street Superintendent at least three working days prior, to make arrangements for delivering the salvaged traffic signals to the city's East Side Garage Electrical Shop. No deliveries shall be made on Fridays.

Load, transport and unload the salvaged materials from the construction site to the designated location at the city's East Side Garage Electrical Shop.

The underground cable, wires, and conduits shall become the property of the contractor to be disposed of properly.

D Measurement

The department will measure Remove and Salvage Traffic Signals (Monroe Avenue and Mason Street Ram Intersections; Monroe Avenue and Chicago Street; Monroe Avenue and Walnut Street; Monroe Avenue and Cherry Street; and Monroe Avenue and Pine Street), as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Remove and Salvage Traffic Signals, Intersection of Monroe Avenue and Mason Street Ramp Intersections	LS
SPV.0105.02	Remove and Salvage Traffic Signals, Intersection of Monroe Avenue and Chicago Street	LS
SPV.0105.03	Remove and Salvage Traffic Signals, Intersection of Monroe Avenue and Walnut Street	LS
SPV.0105.04	Remove and Salvage Traffic Signals, Intersection of Monroe Avenue and Cherry Street	LS
SPV.0105.05	Remove and Salvage Traffic Signals, Intersection of Monroe Avenue and Pine Street	LS

Payment is full compensation for inventorying; disconnecting the wiring of the traffic signals; removing and disassembling the traffic signals; removing the pull box frames and covers; loading, transporting and unloading the salvaged traffic signal materials from the construction site to the designated location.

The removal of concrete bases will be paid for separately under the pertinent items provided in the contract.

85. Vehicular Video Detection System 4-Camera (Monroe Avenue and Chicago Street), Item SPV.0105.10; Vehicular Video Detection System 4-Camera (Monroe Avenue and Walnut Street), Item SPV.0105.11; and Vehicular Vide Detection 4-Camera (Monroe Avenue and Pine Street), Item SPV.00105.12.

A Description

This special provision describes furnishing and installing a vehicular video detection system (VDS) as shown on the plans, and as directed by the engineer in the field. The VDS shall be a four-camera system.

B Materials

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic.

B.1. System Hardware

The video detection system (VDS) shall consist of up to four video cameras, a video detection processor (VDP) capable of processing from one to four video sources, either wired or wireless, wireless video transmission receiver, receiver antenna and a pointing device.

B.2 System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on board video menu and a pointing device to place the zones on a video image. Up to 24 detection zones per camera view shall be available. A separate computer shall not be required to program the detection zones.

B.3 Functional Capabilities

Available System Configuration

- (1) The VDS will be deployed at locations where site conditions and roadway geometry vary. The VDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and VDS usage.
- (2) The proposed VDS shall be available in various configurations to allow maximum deployment flexibility. Each configuration shall have identical user interface for system setup and configuration. The communications protocol to each configuration shall be identical and shall be hardware platform independent. The proposed VDS shall have multiple configurations available for deployment.

VDS Configuration				
Description	No. Video Inputs	No. Video Outputs	Mounting Configuration	Power Supply Requirements
Single-Channel Rack Mounted	1	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack
Dual-Channel Rack Mounted	2	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack
Quad-Channel Rack Mounted	4	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack

- (3) An option to have wireless video transmission between the camera sensor and VDP shall also be available from the VDS manufacturer.
- (4) Wired camera systems shall be able to transmit NTSC or PAL video signals, with minimal degradation, up to 1000 feet under ideal conditions.
- (5) Wireless camera systems shall be able to transmit an NTSC video signal, with minimal signal degradation, up to 500 feet under normal conditions and up to 900 feet under ideal electromagnetic interference conditions. Adjacent sources of electromagnetic radiation, or the absence of a direct line of sight between transmitter and receiver antennas, may result in video signal degradation.

B.4 System Interfaces

The following interfaces shall be provided for each of the configurations identified in the VDS Configuration Table.

Video Input: Each video input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source (camera sensor or VCR). The interface connector shall be BNC type and shall be located on the front of the video processing unit. The video input shall have the capability to select 75-ohm or high impedance (Hi-Z) termination.

Video Lock LED: A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.

Video Output: One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to toggle through each input video channel. In the absence of a valid video signal, the channel shall be skipped and the next valid video signal shall be switched. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Overlays shall be able to be turned off by the user. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC type.

Serial Communications: A serial communications port shall be provided on the front panel. The serial port shall be compliant with EIA232 electrical interfaces and shall use a DB9 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. The interface protocol shall support multi-drop or point-to-multipoint communications. Each VDS shall have the capability to be addressable.

Contact Closure Output: Open collector contact closure outputs shall be provided. Four open collector outputs shall be provided for the single, dual, or quad channel rack-mount configuration. Additionally, the VDPs shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.

Detection LEDs: LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four LEDs. Rack-mounted extension modules shall have two or four LEDs to indicate detection.

Mouse Port: A USB mouse shall be provided on the front panel of the rack mount video processing unit. The mouse port shall not require special mouse software drivers. The mouse port shall be used as part of system setup and configuration. A mouse shall be provided with each video processor.

B.5 General System Functions

Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. A separate computer shall not be required for programming detection zones or to view system operation.

The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device.

The VDP shall detect vehicles in real time as they travel across each detection zone.

The VDP shall have an EIA232 port for communications with an external computer. The VDP EIA232 port shall be multi-drop capable.

The VDP shall accept new detection patterns from an external computer through the EIA232 port when the external computer uses the correct communications protocol for downloading detection patterns. A WindowsTM-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The VDP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

The VDP shall send its detection patterns to an external computer through the EIA232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

The VDP shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference with the video signal.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. A user-selected output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

B.6 Vehicle Detection

Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

The VDP shall provide up to 24 open collector output channels per camera input using one or more extension modules.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the VDP and displayed on a video monitor, to draw the detection zones on the video image from each video camera. No separate computer shall be required to program the detection zones.

Up to 3 detection zone patterns shall be saved for each camera within the VDP memory. The VDP's memory shall be non-volatile to prevent data loss during power outages.

The selection of the detection zone pattern for current use shall be done through a menu. It shall be possible to activate a detection zone pattern from VDP memory and have that detection zone pattern displayed within 1 second of activation.

The VDP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

When a vehicle is detected within a detection zone, the corners of the detection zone shall activate on the video overlay display to confirm the detection of the vehicle.

Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.

The VDP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The VDP shall output a constant call on any detector channel corresponding to a zone being modified.

Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

The VDP shall process the video input from each camera at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.

The VDP shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDP shall output a constant call during the background learning period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

Up to six detection zones per camera view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the EIA232 port. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

B.7 VDP Hardware

The VDP and extension module (EM) shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power and provide contact closure outputs. No adapters shall be required to mount the VDP or EM in a standard detector rack. Detector rack rewiring shall not be required.

The EM shall be available to avoid the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack. The extension module shall be connected to the VDP by an 8 wire cable with modular connectors, and shall output contact closures in accordance to user selectable channel assignments. The EM is available in 2, 4, or 24 channel configurations.

Input Power: The VDP and EM shall be powered by 12/24 volts DC. VDP power consumption shall not exceed 7 watts. The EM power consumption shall not exceed 2.5 watts.

Detection Outputs: The VDP and EM shall include detector output pin out compatibility with industry standard detector racks. The 24-channel EM shall provide output through a 37-pin "D" connector on the front panel.

Video Inputs: VDPs shall include one, two or four BNC video input connections suitable for composite video inputs. The video input shall include a switch selectable 75-ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection.

Video Outputs: The front of the VDP shall include one BNC video output providing real time video output that can be routed to other devices.

Mechanical:

- (1) The VDP shall operate satisfactorily in a temperature range from -34°C to +74°C and a humidity range from 0% RH to 95% RH, noncondensing as set forth in NEMA specifications.
- (2) The front panel of the VDP shall have detector test switches to allow the user to place calls on each channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.
- (3) The front face of the VDP shall contain indications, such as LED displays, to enable the user to view real time detections for each channel of detection when the system is operational.
- (4) The VDP shall include an EIA232 port for serial communications with a remote computer. This port shall be a 9-pin "D" subminiature connector on the front of the VDP.
- (5) The VDP shall utilize non-volatile memory technology to enable the loading of modified or enhanced software through the EIA232 port and without modifying the VDP hardware.

B.8 Video Detection Camera

Video detection cameras used for traffic detection shall be furnished by the video detection processor (VDP) supplier and shall be qualified by the supplier to ensure proper system operation.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.

The imager luminance signal to noise ratio (S/N) shall be more than 50 dB.

The camera shall be digital signal processor (DSP) based and shall be a CCS sensing element and shall output color video with resolution of not less than 470 TV lines. The CCD imager shall have a minimum effective area of 768(h) x 494(v) pixels.

The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter.

The camera shall utilize automatic white balance.

The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

The horizontal field of view shall be adjustable from 5.4 to 50.7 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 10x zoom lens with a focal length of 3.8 mm to 38.0 mm.

The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The camera shall be housed in a weather-tight sealed enclosure. The enclosure shall be made of 6061 anodized aluminum. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield shall be less than 6" diameter, less than 18" long, and shall weight less than 6 pounds when the camera and lens are mounted inside the enclosure.

The enclosure shall be designed so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.

The camera enclosure shall include a proportionally controlled heater, where the output power of the heater varies with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.

The glass face shall also employ a special coating to minimize the buildup of environmental debris such as dirt and water.

When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -34°C to +60°C and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon VDP system operation.

The camera shall be powered by 120-240 VAC 50/60 Hz. Power consumption shall be 45 watts or less under all conditions. An optional DC power configuration shall be available for 12 VDC operation.

Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection, the camera shall be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

The camera enclosure shall be equipped with separate, weather-tight connections for power and video cables at the rear of the enclosure. These connections may also allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module (LAM) supplied by the VDP supplier. Video and power shall not reside within the same connector.

The video signal shall be fully isolated from the camera enclosure and power cabling.

B.9 Limited Warranty

The supplier shall provide a limited three-year warranty on the video detection system.

During the warranty period, updates to VDP software shall be available from the supplier without charge.

B.10 Maintenance and Support

The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on site technical support services.

Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.

All product documentation shall be written in the English language.

C Construction

Install the video detection system at the location shown on the plans.

D Measurement

The department will measure Vehicular Video Detection System 4-Camera (Monroe Avenue and Chicago Street, Monroe Avenue and Walnut Street, Monroe Avenue and Pine Street), completed in accordance to the contract and accepted, as a single lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.10	Vehicular Video Detection System 4-Camera (Monroe Avenue and Chicago Street)	LS
SPV.0105.11	Vehicular Video Detection System 4-Camera (Monroe Avenue and Walnut Street)	LS
SPV.0105.12	Vehicular Video Detection System 4-Camera (Monroe Avenue and Pine Street)	LS

Payment is full compensation for furnishing and installing the materials.

86. Remove and Reinstall Traffic Signal Equipment, Monroe Avenue and Main Street Intersection, Item SPV.0105.15.

A Description

This special provision describes removing, storing, and reinstalling existing traffic signal poles, standards and bases, including all attached signal assemblies, onto new concrete bases as shown on the plans and as hereinafter provided.

B (Vacant)**C Construction**

Remove, handle, store, and reinstall existing traffic signal poles, standards, and bases, including all traffic signal attachments and install onto new concrete bases in accordance to the plan details and the pertinent provisions of following sections of the standard specifications:

Standard spec 204	Removing or Abandoning Miscellaneous Structures
Standard spec 651	Electrical – General
Standard spec 654	Bases
Standard spec 655	Electrical Wiring
Standard spec 657	Poles and Standards
Standard spec 658	Traffic Signals

Disconnect the wiring at the hand-hole prior to removing from the existing concrete base. Replace the wiring from the traffic signal face to the hand-hole prior to installation onto the new concrete base.

If the contractor damages the existing signal equipment as a result of its own operations then the contractor shall replace the equipment at no expense to the department.

D Measurement

The department will measure Remove and Reinstall Traffic Signal Equipment, Monroe Avenue and Main Street Intersection as a complete lump sum unit of work, acceptably completed. Concrete bases, conduit, and new wiring shall be measured separately under the appropriate items.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.15	Remove and Reinstall Traffic Signal Equipment, Monroe Avenue and Main Street Intersection	LS

Payment is full compensation for removing, relocating and reinstalling existing traffic signal equipment onto new concrete bases; for furnishing and replacing any equipment damaged as a result of the contractor's operations. Removing concrete bases, concrete bases, conduit, and any new wiring shall be paid for separately under the appropriate items.

87. Concrete Pavement Joint Layout, Item SPV.0105.20.

A Description

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

B (Vacant)

C Construction

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

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking acceptably completed under the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.20	Concrete Pavement Joint Layout	LS

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

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

88. Concrete Sidewalk 8-Inch, Item SPV.0165.01.**A Description**

This special provision describes Constructing Sidewalk in accordance to plan details, standard spec 602 , and as hereinafter provided.

B Materials

Conform to standard spec 602.2.

C Construction

Conform to standard spec 602.3.

D Measurement

The department will measure Concrete Sidewalk 8-Inch by the square foot, acceptably completed.

E Payment

Supplement standard spec 602.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Sidewalk 8-Inch	LF

89. Abandon Vault, Item SPV.0165.02.**A Description**

This special provision describes abandoning the existing underground utility vaults as shown on the plan and as directed by the engineer in accordance with standard specs 204, 209 and 520, and as hereinafter provided.

B Materials

Furnish granular backfill that conforms to the requirements of standard spec 209.

C Construction

Remove the vault roof, dewater the vault and remove part of the outer walls to an elevation of at least 2-feet below proposed subgrade. Crack or drill the existing vault floor to ensure that the vault structure allows water to pass through. Backfill the

remaining structure with granular backfill and compact the material in lifts in accordance with standard spec 520.3.4.1.

D Measurement

The department will measure Abandon Vault by the square foot of vault roof, 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.0165.02	Abandon Vault	SF

Payment is full compensation for excavation and removal of vault roof and walls; dewatering; disposal of material and other debris; for cracking or drilling the vault floor; for furnishing, placing and compacting granular backfill.

90. Salvage Paver Bricks, Item SPV.0165.10.

A Description

This special provision describes salvaging and reinstalling existing paver bricks where the proposed storm sewer crosses the East River Trail near the East River storm sewer outfall. Salvage paver bricks in accordance to plan details and as hereinafter provided.

B Materials

Furnish sand/cement joint filler with 3 parts polymer sand and 1 part Portland cement by volume.

Furnish bedding material meeting the requirements of standard spec 350.

Furnish geotextile fabric type DF in accordance to standard spec 645.2.4.

C Construction

Prepare foundation grade in accordance to the pertinent provisions of standard spec 602.3. Engineer to approve grade prior to placing subbase material. Place geotextile fabric on grade and then place 3-inches of compacted subbase material. Install brick pavers to match the paver pattern of the existing trail using edge restraints to ensure that the line and grade are maintained. Seal the joints with joint filler and then compact the pavers in place using a plate compactor. Clean surface when compaction operations are completed.

D Measurement

The department will measure Salvage Paver Bricks by the square foot, acceptably completed.

E Payment

Supplement standard spec 611.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.10	Salvage Paver Bricks	SF

Payment is full compensation for salvaging and reinstalling paver bricks; for furnishing and installing joint filler, subbase, and fabric.

91. Sealing Concrete Pavement Joints, Item SPV.0180.01.**A Description**

This special provision describes sealing all joints in concrete pavement, concrete pavement HES, and concrete curb and gutter Type A, in accordance to standard spec 415 and as hereinafter provided.

B Materials

Supplement standard spec 415.2 s follows:

415.2.8 Hot-Poured Elastic Type. This material shall conform to the requirements of the specifications for Concrete Joint Sealer, Hot Poured Elastic Type, ASTM D6690, AASHTO M234 Type II, modified to require bond strength test to be run at 20 degrees F, Crafc Road Safer 221 or equal).

C Construction

Supplement standard spec 415.3 as follows:

Construct in accordance to standard spec 415.3.11.7(6). Sawcut all joints as detailed in the plans.

Construct in accordance to standard spec 415.3.11.7(7). Sealing Joints General . All joints in concrete pavement shall be sealed with a hot-poured sealer conforming to standard spec 415.2.8.

The operation of sawing and sealing shall be performed as soon as practicable upon elapse of the curing period and in any event prior to the time traffic of any kind uses the pavement, including construction traffic.

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

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

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

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

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

Perform construction in accordance to standard spec 415.3.11.7(8). Seal all joints prior to opening the concrete pavement to construction traffic.

D Measurement

The department will measure Sealing Concrete Pavement Joints by the square yard, acceptably completed, which measurement shall be equal to the square yards of concrete pavement placed, even though sealing of joints may occur beyond the pavement limits within the curb and gutter area.

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	Sealing Concrete Pavement Joints	SY

Payment is full compensation for sawing as required; for sealant; for cleaning and sealing joints.

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process

a. Documentation Submittal

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
 - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office
6150 Fond du Lac Ave.
Milwaukee, WI 53218
Phone: 414-438-4583 / 608-266-6961
Fax: 414-438-5392
E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website at
<http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

10. Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

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

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISION 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the 2014 edition of the standard specifications:

101.3 Definitions

Replace the definition of semi-final estimate with the following effective with the December 2013 letting:

Semi-final estimate An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

105.11.1 Partial Acceptance

Replace paragraph two with the following effective with the December 2013 letting:

- (2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.
-

105.11.2 Final Acceptance

Retitle and replace the entire text with the following effective with the December 2013 letting:

105.11.2 Project Acceptance**105.11.2.1 Inspection****105.11.2.1.1 General**

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
 1. Unacceptable or not complete.
 2. Substantially complete.
 3. Complete.

105.11.2.1.2 Unacceptable or Not Complete

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

105.11.2.1.3 Substantially Complete

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
 1. All lanes of traffic are open on a finished surface.
 2. All signage and traffic control devices are in place and operating.
 3. All drainage, erosion control, excavation, and embankments are completed.
 4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
 1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
 2. Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15-day requirement.
- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

105.11.2.1.4 Complete

- (1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

105.11.2.2 Conditional Final Acceptance

- (1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

105.11.2.3 Final Acceptance

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

105.13.3 Submission of Claim

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

107.17.3 Railroad Insurance Requirements

Replace paragraph one with the following effective with the December 2013 letting:

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the engineer determines that the work is complete as specified in 105.11.2.1.4.

107.26 Standard Insurance Requirements

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED ^[1]
1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. ^[2]	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2. Workers' compensation.	Statutory limits
3. Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. ^[2]	\$1 million-combined single limits per occurrence.

^[1] The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

^[2] The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

108.14 Terminating the Contractor's Responsibility

Replace paragraph one with the following effective with the December 2013 letting:

- (1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.
-

109.2 Scope of Payment

Replace paragraph two with the following effective with the December 2013 letting:

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

109.6.1 General

Replace paragraphs three and four with the following effective with the December 2013 letting:

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
 1. Protecting, repairing, correcting, or renewing the work.
 2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
 - (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.
-

109.7 Acceptance and Final Payment

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

450.3.3 Maintaining the Work

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

455.3.2.5 Maintaining Tack Coat

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the January 2014 letting:

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 – 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 – 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-3 mixes.

^[2] 15.5 for E-3 mixes.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the January 2014 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 ⁶ (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	—
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 / —	65 / —	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N _{ini}	6	7	7	8	8	9	8
Gyrations for N _{des}	40	60	75	100	100	125	65
Gyrations for N _{max}	60	75	115	160	160	205	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 90.5 ^[1]	<= 89.0 ^[1]	<= 89.0	<= 89.0	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[4] [5]}	65 - 78 ^[4]	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)	—	—	—	—	—	—	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

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

^[3] For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

^[4] For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

^[5] For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the January 2014 letting:

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

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

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

- (2) Warning bands are defined as the area between the JMF limits and the warning limits.

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace the entire text with the following effective with the January 2014 letting:

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
- Exceed specified JMF tolerance limits.
 - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1 for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

520.3.8 Protection After Laying

Delete the entire subsection.

614.2.1 General

Replace paragraphs five and six with the following effective with the December 2013 letting:

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.

614.2.3 Steel Rail and Fittings

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.
-

614.2.7 Crash Cushions

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.
-

616.3.1 General

Replace paragraph six with the following effective with the December 2013 letting:

- (6) Remove and dispose of all excess excavation and surplus materials from the fence site.
-

618.3.3 Restoration

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.
-

627.3.1 General

Replace paragraph four with the following effective with the December 2013 letting:

- (4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.
-

637.3.2.1 General

Delete paragraph three effective with the December 2013 letting.

670.3.4.2 Post-Construction Work

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
 - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
 - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
 - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the engineer.
 - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
 - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

Errata

Make the following corrections to the 2014 edition of the standard specifications:

415.3.14 Protecting Concrete

Correct errata by referencing the opening to service specification.

- (1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.
-

501.2.9 Concrete Curing Materials

Correct errata by changing AASHTO M171 to ASTM C171.

- (2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.
-

607.2 Materials

Correct errata by changing AASHTO M198 to ASTM C990.

- (1) Use materials conforming to the requirements for the class of material named and specified below.
- | | |
|--|------------|
| Composite pipe, couplings, fittings and joint materials | ASTM D2680 |
| Annular rubber and plastic gaskets for flexible, watertight joints | ASTM C990 |
| External rubber gaskets, mastic, and protective film..... | ASTM C877 |
| Mortar | 519.2.3 |
-

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

- (4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.
-

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
- Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.
-

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective with September 2004 Letting

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

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

II. PAYROLL REQUIREMENTS

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

IV. WAGE RATE REDISTRIBUTION

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

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

V. ADDITIONAL CLASSIFICATIONS

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

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

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

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

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
BROWN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on September 1, 2013

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

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

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

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

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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	31.52	16.60	48.12
Future Increase(s): 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 Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	28.01	16.49	44.50
Fence Erector	28.00	4.50	32.50
Ironworker	28.03	21.97	50.00
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	23.62	9.07	32.69
Pavement Marking Operator	24.10	16.85	40.95
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	20.93	5.48	26.41
Teledata Technician or Installer	21.26	11.75	33.01
Tuckpointer, Caulker or Cleaner	23.41	14.51	37.92
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.35	14.21	47.56
Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.31	17.13	40.44
Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	27.77	19.90	47.67
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Pavement Marking Vehicle	23.99	14.70	38.69
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
LABORERS			
General Laborer	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	30.06	0.00	30.06
Landscaper	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	24.70	13.90	38.60
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	23.41	15.14	38.55

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22	19.90	54.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
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.	33.96	19.90	53.86
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
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; Oilier; 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.	33.67	19.90	53.57
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Fiber Optic Cable Equipment.	25.74	15.85	41.59
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
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.	37.45	19.45	56.90
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.	27.75	19.15	46.90
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

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler		\$29.04	14.53	<u>Truck Drivers:</u>		
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);		29.14	14.53	1 & 2 Axles	23.82	18.32
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man		29.19	14.53	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	23.97	18.32
Group 4: Line and Grade Specialist		29.39	14.53			
Group 5: Blaster and Powderman		29.24	14.53			
Group 6: Flagperson; Traffic Control		25.67	14.53			

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.
Unlisted classifications needed for work not included within the scope of the classifications listed
may be added after award only as provided in the labor standards contract clauses (29 CFR,
5.5(a)(1)(ii)). Includes Modification #0, dated January 3, 2014.

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.77	16.62
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	28.72	23.47
Cement Mason/Concrete Finisher	31.52	16.30
Electrician	See Page 3	
Line Construction		
Lineman	38.25	18.00
Heavy Equipment Operator	34.43	16.71
Equipment Operator	30.60	15.41
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	21.04	12.16
Painters	23.37	11.52
Well Drilling:		
Well Driller	16.52	3.70

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$36.72	\$20.10	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$35.72	\$20.10
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer.	\$36.22	\$20.10	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$35.46	\$20.10
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$35.17	\$20.10
			Group 6: Off - road material hauler with or without ejector.....	\$29.27	\$20.10
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	26.24	16.85		
Electrical contracts over \$130,000	29.41	16.97		
Area 4:	28.10	17.24	Area 6 -	KENOSHA COUNTY
Area 5	28.61	16.60		
Area 6	35.25	19.30	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 8				
Electricians.....	30.60	24.95% + 10.33	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10	28.97	19.55	Area 11 -	DOUGLAS COUNTY
Area 11	31.91	23.60	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12	32.87	19.23	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13	32.82	22.51	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician	21.89	11.83		
Sound & Communications				
Area 15				
Installer	16.47	14.84		
Technician	24.75	16.04		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

DECEMBER 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140311015PROJECT(S):
1481-07-71FEDERAL ID(S):
WISC 2014072

CONTRACTOR : _____

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

SECTION 0001 CONTRACT ITEMS

0010	201.0120 CLEARING	410.000 ID	.		.	
0020	201.0220 GRUBBING	410.000 ID	.		.	
0030	204.0100 REMOVING PAVEMENT	36,900.000 SY	.		.	
0040	204.0110 REMOVING ASPHALTIC SURFACE	230.000 SY	.		.	
0050	204.0130 REMOVING CURB ***P**	220.000 LF	.		.	
0060	204.0150 REMOVING CURB & GUTTER ***P**	340.000 LF	.		.	
0070	204.0155 REMOVING CONCRETE SIDEWALK ***P**	4,800.000 SY	.		.	
0080	204.0185 REMOVING MASONRY	163.000 CY	.		.	
0090	204.0195 REMOVING CONCRETE BASES	64.000 EACH	.		.	
0100	204.0210 REMOVING MANHOLES	45.000 EACH	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0220 REMOVING INLETS	64.000				
	EACH		.		.	
0120	204.0245 REMOVING STORM SEWER (SIZE) 01. LESS THAN 12-INCH	680.000				
	LF		.		.	
0130	204.0245 REMOVING STORM SEWER (SIZE) 02. 12-INCH TO 24-INCH	3,200.000				
	LF		.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 03. GREATER THAN 24-INCH TO 36-INCH	50.000				
	LF		.		.	
0150	204.0245 REMOVING STORM SEWER (SIZE) 04. GREATER THAN 36-INCH	70.000				
	LF		.		.	
0160	205.0100 EXCAVATION COMMON	20,000.000				
	CY		.		.	
0170	205.0501.S EXCAVATION, HAULING, AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	600.000				
	TON		.		.	
0180	213.0100 FINISHING ROADWAY (PROJECT) 01. 1481-07-71	1.000				
	EACH		.		.	
0190	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	15,200.000				
	TON		.		.	
0200	311.0110 BREAKER RUN	10,400.000				
	TON		.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	320.0135 CONCRETE BASE 7-INCH	775.000 SY	.		.	
0220	320.0145 CONCRETE BASE 8-INCH	695.000 SY	.		.	
0230	415.0080 CONCRETE PAVEMENT 8-INCH	32,750.000 SY	.		.	
0240	415.0210 CONCRETE PAVEMENT GAPS	25.000 EACH	.		.	
0250	415.1080 CONCRETE PAVEMENT HES 8-INCH	350.000 SY	.		.	
0260	416.0160 CONCRETE DRIVEWAY 6-INCH	235.000 SY	.		.	
0270	416.0180 CONCRETE DRIVEWAY 8-INCH	1,360.000 SY	.		.	
0280	416.0610 DRILLED TIE BARS	443.000 EACH	.		.	
0290	416.0620 DRILLED DOWEL BARS	277.000 EACH	.		.	
0300	440.4410.S INCENTIVE IRI RIDE	7,060.000 DOL	1.00000		7060.00	
0310	455.0105 ASPHALTIC MATERIAL PG58-28	12.000 TON	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	455.0605 TACK COAT	32.000 GAL	.		.	
0330	460.1103 HMA PAVEMENT TYPE E-3	210.000 TON	.		.	
0340	460.2000 INCENTIVE DENSITY HMA PAVEMENT	140.000 DOL	1.00000		140.00	
0350	465.0105 ASPHALTIC SURFACE	160.000 TON	.		.	
0360	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	300.000 TON	.		.	
0370	465.0125 ASPHALTIC SURFACE TEMPORARY	50.000 TON	.		.	
0380	513.2050.S RAILING PIPE	80.000 LF	.		.	
0390	520.8000 CONCRETE COLLARS FOR PIPE	17.000 EACH	.		.	
0400	523.0543 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 43X68-INCH	1.000 EACH	.		.	
0410	601.0110 CONCRETE CURB TYPE D	120.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0420	601.0342 CONCRETE CURB & GUTTER INTEGRAL 18-INCH	7,600.000 LF	.		.	
0430	601.0405 CONCRETE CURB & GUTTER 18-INCH TYPE A	3,780.000 LF	.		.	
0440	601.0407 CONCRETE CURB & GUTTER 18-INCH TYPE D	32.000 LF	.		.	
0450	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	680.000 LF	.		.	
0460	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	43.000 LF	.		.	
0470	601.0600 CONCRETE CURB PEDESTRIAN	181.000 LF	.		.	
0480	602.0405 CONCRETE SIDEWALK 4-INCH	33,345.000 SF	.		.	
0490	602.0415 CONCRETE SIDEWALK 6-INCH	580.000 SF	.		.	
0500	602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA	465.000 SF	.		.	
0510	602.1500 CONCRETE STEPS	155.000 SF	.		.	
0520	602.2400 CONCRETE SAFETY ISLANDS	528.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0530	606.0300 RIPRAP HEAVY	44.000 CY	.		.	
0540	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	475.000 LF	.		.	
0550	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	541.000 LF	.		.	
0560	608.0327 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 27-INCH	33.000 LF	.		.	
0570	608.0330 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 30-INCH	539.000 LF	.		.	
0580	608.0336 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 36-INCH	8.000 LF	.		.	
0590	608.0342 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 42-INCH	68.000 LF	.		.	
0600	608.0354 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 54-INCH	1,664.000 LF	.		.	
0610	608.0448 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 48-INCH	398.000 LF	.		.	
0620	610.0138 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 38X60-INCH	563.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0630	610.0143 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 43X68-INCH	1,057.000 LF	.		.	
0640	611.8110 ADJUSTING MANHOLE COVERS	45.000 EACH	.		.	
0650	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH	1,208.000 LF	.		.	
0660	616.0700.S FENCE SAFETY	10,260.000 LF	.		.	
0670	619.1000 MOBILIZATION	1.000 EACH	.		.	
0680	620.0300 CONCRETE MEDIAN SLOPED NOSE	455.000 SF	.		.	
0690	624.0100 WATER	240.000 MGAL	.		.	
0700	625.0100 TOPSOIL	5,650.000 SY	.		.	
0710	627.0200 MULCHING	520.000 SY	.		.	
0720	628.1504 SILT FENCE	540.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
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WISC 2014072

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0730	628.1520 SILT FENCE MAINTENANCE	540.000 LF	.		.	
0740	628.1905 MOBILIZATIONS EROSION CONTROL	13.000 EACH	.		.	
0750	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	3.000 EACH	.		.	
0760	628.7005 INLET PROTECTION TYPE A	2.000 EACH	.		.	
0770	628.7010 INLET PROTECTION TYPE B	13.000 EACH	.		.	
0780	628.7015 INLET PROTECTION TYPE C	79.000 EACH	.		.	
0790	628.7020 INLET PROTECTION TYPE D	87.000 EACH	.		.	
0800	628.7560 TRACKING PADS	6.000 EACH	.		.	
0810	629.0210 FERTILIZER TYPE B	4.000 CWT	.		.	
0820	630.0200 SEEDING TEMPORARY	100.000 LB	.		.	
0830	631.0300 SOD WATER	130.000 MGAL	.		.	

SCHEDULE OF ITEMS

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WISC 2014072

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0840	631.1000 SOD LAWN	5,650.000 SY	.		.	
0850	632.0101 TREES (SPECIES, ROOT, SIZE) 01. KENTUCKY COFEETREE EXPRESSO, B&B, 3" CAL	7.000 EACH	.		.	
0860	632.0101 TREES (SPECIES, ROOT, SIZE) 02. FRONTIER ELM, B&B, 2" CAL	7.000 EACH	.		.	
0870	632.0101 TREES (SPECIES, ROOT, SIZE) 03. HONEYLOCUST, B&B, 3" CAL	7.000 EACH	.		.	
0880	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	14.000 EACH	.		.	
0890	634.0614 POSTS WOOD 4X6-INCH X 14-FT	7.000 EACH	.		.	
0900	634.0616 POSTS WOOD 4X6-INCH X 16-FT	17.000 EACH	.		.	
0910	634.0618 POSTS WOOD 4X6-INCH X 18-FT	5.000 EACH	.		.	
0920	637.2210 SIGNS TYPE II REFLECTIVE H	370.500 SF	.		.	
0930	638.2602 REMOVING SIGNS TYPE II	237.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0940	638.3000 REMOVING SMALL SIGN SUPPORTS	73.000 EACH	.		.	
0950	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	
0960	643.0100 TRAFFIC CONTROL (PROJECT) 01. 1481-07-71	1.000 EACH	.		.	
0970	643.0300 TRAFFIC CONTROL DRUMS	45,028.000 DAY	.		.	
0980	643.0410 TRAFFIC CONTROL BARRICADES TYPE II	469.000 DAY	.		.	
0990	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	20,247.000 DAY	.		.	
1000	643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	3,728.000 EACH	.		.	
1010	643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	3,728.000 EACH	.		.	
1020	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	25,718.000 DAY	.		.	
1030	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	4,130.000 DAY	.		.	
1040	643.0900 TRAFFIC CONTROL SIGNS	20,806.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1050	643.0910 TRAFFIC CONTROL COVERING SIGNS TYPE I	11.000 EACH	.		.	
1060	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	3.000 EACH	.		.	
1070	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	462.000 SF	.		.	
1080	643.1050 TRAFFIC CONTROL SIGNS PCMS	42.000 DAY	.		.	
1090	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 1481-07-71	1.000 EACH	.		.	
1100	643.3000 TRAFFIC CONTROL DETOUR SIGNS	104,747.000 DAY	.		.	
1110	645.0120 GEOTEXTILE FABRIC TYPE HR	66.000 SY	.		.	
1120	646.0106 PAVEMENT MARKING EPOXY 4-INCH	9,090.000 LF	.		.	
1130	646.0126 PAVEMENT MARKING EPOXY 8-INCH	1,090.000 LF	.		.	
1140	646.0600 REMOVING PAVEMENT MARKINGS	500.000 LF	.		.	
1150	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	10.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1160	647.0176 PAVEMENT MARKING ARROWS EPOXY TYPE 3	1.000 EACH	.		.	
1170	647.0206 PAVEMENT MARKING ARROWS BIKE LANE EPOXY	8.000 EACH	.		.	
1180	647.0306 PAVEMENT MARKING SYMBOLS BIKE LANE EPOXY	4.000 EACH	.		.	
1190	647.0356 PAVEMENT MARKING WORDS EPOXY	1.000 EACH	.		.	
1200	647.0456 PAVEMENT MARKING CURB EPOXY	185.000 LF	.		.	
1210	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	815.000 LF	.		.	
1220	647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY	15.000 EACH	.		.	
1230	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	76.000 LF	.		.	
1240	647.0776 PAVEMENT MARKING CROSSWALK EPOXY 12-INCH	4,110.000 LF	.		.	
1250	647.0955 REMOVING PAVEMENT MARKINGS ARROWS	4.000 EACH	.		.	
1260	647.0965 REMOVING PAVEMENT MARKINGS WORDS	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1270	650.4000 CONSTRUCTION STAKING STORM SEWER	130.000 EACH	.		.	
1280	650.4500 CONSTRUCTION STAKING SUBGRADE	5,920.000 LF	.		.	
1290	650.5000 CONSTRUCTION STAKING BASE	105.000 LF	.		.	
1300	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	535.000 LF	.		.	
1310	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	5,820.000 LF	.		.	
1320	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 1481-07-71	LUMP	LUMP		.	
1330	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 1481-07-71	LUMP	LUMP		.	
1340	650.9920 CONSTRUCTION STAKING SLOPE STAKES	5,920.000 LF	.		.	
1350	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	15,765.000 LF	.		.	
1360	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	3,075.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1370	652.0800 CONDUIT LOOP DETECTOR	1,305.000 LF	.		.	
1380	654.0101 CONCRETE BASES TYPE 1	35.000 EACH	.		.	
1390	655.0230 CABLE TRAFFIC SIGNAL 5-14 AWG	2,435.000 LF	.		.	
1400	655.0240 CABLE TRAFFIC SIGNAL 7-14 AWG	2,425.000 LF	.		.	
1410	655.0260 CABLE TRAFFIC SIGNAL 12-14 AWG	5,050.000 LF	.		.	
1420	655.0270 CABLE TRAFFIC SIGNAL 15-14 AWG	1,065.000 LF	.		.	
1430	655.0515 ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	3,857.000 LF	.		.	
1440	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	19,170.000 LF	.		.	
1450	655.0625 ELECTRICAL WIRE LIGHTING 6 AWG	11,600.000 LF	.		.	
1460	655.0635 ELECTRICAL WIRE LIGHTING 2 AWG	23,200.000 LF	.		.	
1470	655.0700 LOOP DETECTOR LEAD IN CABLE	3,234.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1480	655.0800 LOOP DETECTOR WIRE	4,380.000 LF	.		.	
1490	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. MONROE AVENUE & MASON STREET	LUMP	LUMP		.	
1500	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. MONROE AVENUE & CHICAGO STREET	LUMP	LUMP		.	
1510	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 03. MONROE AVENUE & WALNUT STREET	LUMP	LUMP		.	
1520	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 04. MONROE AVENUE & PINE STREET	LUMP	LUMP		.	
1530	657.0100 PEDESTAL BASES	35.000 EACH	.		.	
1540	657.0420 TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT	16.000 EACH	.		.	
1550	657.0430 TRAFFIC SIGNAL STANDARDS ALUMINUM 10-FT	19.000 EACH	.		.	
1560	658.0110 TRAFFIC SIGNAL FACE 3-12 INCH VERTICAL	58.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1570	658.0115 TRAFFIC SIGNAL FACE 4-12 INCH VERTICAL	14.000 EACH	.		.	
1580	658.0215 BACKPLATES SIGNAL FACE 3 SECTION 12-INCH	58.000 EACH	.		.	
1590	658.0220 BACKPLATES SIGNAL FACE 4 SECTION 12-INCH	14.000 EACH	.		.	
1600	658.0500 PEDESTRIAN PUSH BUTTONS	34.000 EACH	.		.	
1610	658.0635 LED MODULES PEDESTRIAN COUNTDOWN TIMER 16-INCH	34.000 EACH	.		.	
1620	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 01. MONROE AVENUE & MASON STREET	LUMP	LUMP		.	
1630	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 02. MONROE AVENUE & CHICAGO STREET	LUMP	LUMP		.	
1640	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 03. MONROE AVENUE & WALNUT STREET	LUMP	LUMP		.	
1650	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 04. MONROE AVENUE & PINE STREET	LUMP	LUMP		.	
1660	690.0150 SAWING ASPHALT	1,900.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1670	690.0250 SAWING CONCRETE	4,850.000				
		LF	.		.	
1680	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	2,207.000	1.00000		2207.00	
		DOL				
1690	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	2,400.000	5.00000		12000.00	
		HRS				
1700	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	2,100.000	5.00000		10500.00	
		HRS				
1710	SPV.0035 SPECIAL 01. COLORING CONCRETE PUMPKIN	187.000				
		CY	.		.	
1720	SPV.0035 SPECIAL 02. CONCRETE MASONRY	6.200				
		CY	.		.	
1730	SPV.0045 SPECIAL 01. TEMPORARY CROSSWALK ACCESS	3,110.000				
		DAY	.		.	
1740	SPV.0060 SPECIAL 01. MANHOLE 4 FOOT	12.000				
		EACH	.		.	
1750	SPV.0060 SPECIAL 02. MANHOLE 5 FOOT	5.000				
		EACH	.		.	
1760	SPV.0060 SPECIAL 03. MANHOLE 6 FOOT	2.000				
		EACH	.		.	
1770	SPV.0060 SPECIAL 05. MANHOLE 8 FOOT	8.000				
		EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1780	SPV.0060 SPECIAL 06. MANHOLE 10 FOOT	6.000 EACH	.		.	
1790	SPV.0060 SPECIAL 08. MANHOLE COVERS SPECIAL	33.000 EACH	.		.	
1800	SPV.0060 SPECIAL 09. STORM SEWER LATERAL CLEANOUTS 6-INCH	10.000 EACH	.		.	
1810	SPV.0060 SPECIAL 10. CITY STANDARD INLET	58.000 EACH	.		.	
1820	SPV.0060 SPECIAL 11. CITY SPECIAL INLET	43.000 EACH	.		.	
1830	SPV.0060 SPECIAL 12. INLET COVERS STANDARD	58.000 EACH	.		.	
1840	SPV.0060 SPECIAL 13. INLET COVERS SPECIAL	43.000 EACH	.		.	
1850	SPV.0060 SPECIAL 15. PULL BOXES POLYMER CONCRETE 17X30X36 INCH	21.000 EACH	.		.	
1860	SPV.0060 SPECIAL 16. PULL BOXES POLYMER CONCRETE 24X36X36 INCH	41.000 EACH	.		.	
1870	SPV.0060 SPECIAL 17. PULL BOXES POLYMER CONCRETE 11X18X18 INCH	12.000 EACH	.		.	
1880	SPV.0060 SPECIAL 21. CONCRETE BASES SPECIAL TYPE 2	56.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1890	SPV.0060 SPECIAL 22. CONCRETE BASES SPECIAL TYPE 3	14.000 EACH	.		.	
1900	SPV.0060 SPECIAL 23. CONCRETE BASES DECO	43.000 EACH	.		.	
1910	SPV.0060 SPECIAL 32. MONOTUBE POLE T3 WITH 25 FT ARM	3.000 EACH	.		.	
1920	SPV.0060 SPECIAL 35. MONOTUBE POLE T3 WITH 30 FT ARM	4.000 EACH	.		.	
1930	SPV.0060 SPECIAL 37. MONOTUBE POLE T3 WITH 35 FT ARM	3.000 EACH	.		.	
1940	SPV.0060 SPECIAL 39. MONOTUBE POLE T4 WITH 40 FT ARM	3.000 EACH	.		.	
1950	SPV.0060 SPECIAL 40. MONOTUBE POLE T4 WITH 45 FT ARM	1.000 EACH	.		.	
1960	SPV.0060 SPECIAL 45. POLE T2 30-FOOT	56.000 EACH	.		.	
1970	SPV.0060 SPECIAL 46. LUMINAIRE ARM SPECIAL 6-FOOT	68.000 EACH	.		.	
1980	SPV.0060 SPECIAL 50. EMERGENCY VEHICLE PREEMPTION CARD RACK	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1990	SPV.0060 SPECIAL 51. EMERGENCY VEHICLE PREEMPTION MULTIMODE PHASE SELECTOR	4.000 EACH	.		.	
2000	SPV.0060 SPECIAL 52. EMERGENCY VEHICLE PREEMPTION INTERSECTION EQUIPMENT	16.000 EACH	.		.	
2010	SPV.0060 SPECIAL 53. VIDEO DETECTION MONITOR	3.000 EACH	.		.	
2020	SPV.0060 SPECIAL 54. RACK MOUNTED VIDEO DETECTION ETHERNET DEVICE	3.000 EACH	.		.	
2030	SPV.0060 SPECIAL 55. TRAFFIC SIGNAL CONTROLLER AND CABINET	4.000 EACH	.		.	
2040	SPV.0060 SPECIAL 56. TRAFFIC SIGNAL GROUND SLEEVE	4.000 EACH	.		.	
2050	SPV.0060 SPECIAL 57. EMERGENCY VEHICLE PREEMPTION AUXILIARY INTERFACE PANEL	4.000 EACH	.		.	
2060	SPV.0060 SPECIAL 60. STREET LIGHT UNDERGROUND SERVICE	2.000 EACH	.		.	
2070	SPV.0060 SPECIAL 61. REMOVING STREET LIGHTS	12.000 EACH	.		.	
2080	SPV.0060 SPECIAL 63. WALLPACK LIGHTING	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2090	SPV.0060 SPECIAL 64. LUMINAIRE SPECIAL HPS 150 WATTS	60.000 EACH	.		.	
2100	SPV.0060 SPECIAL 65. LUMINAIRE SPECIAL HPS 250 WATTS	8.000 EACH	.		.	
2110	SPV.0060 SPECIAL 66. LUMINAIRE UTILITY POST TOP	113.000 EACH	.		.	
2120	SPV.0060 SPECIAL 67. LUMINAIRE CROSS ARM AND WALL BRACKET	51.000 EACH	.		.	
2130	SPV.0060 SPECIAL 68. PEDESTRIAN POLE 15-FT WITH BASE	43.000 EACH	.		.	
2140	SPV.0060 SPECIAL 70. ADJUSTING WATER VALVE BOXES	38.000 EACH	.		.	
2150	SPV.0060 SPECIAL 71. ADJUSTING CURB BOXES	45.000 EACH	.		.	
2160	SPV.0060 SPECIAL 73. DETERMINATION OF ACTIVE STORM SEWER LATERALS	26.000 EACH	.		.	
2170	SPV.0060 SPECIAL 74. ADJUSTING TRACER WIRE BOXES	17.000 EACH	.		.	
2180	SPV.0060 SPECIAL 75. CHECK VALVE 68 X 43-INCH	1.000 EACH	.		.	
2190	SPV.0075 SPECIAL 01. STREET SWEEPING	125.000 HRS	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2200	SPV.0090 SPECIAL 01. STORM SEWER LATERAL 6 INCH	502.000 LF	.		.	
2210	SPV.0090 SPECIAL 02. STORM SEWER LATERAL 12 INCH	2,368.000 LF	.		.	
2220	SPV.0090 SPECIAL 03. ABANDONING STORM SEWER LESS THAN 12-INCH	1,770.000 LF	.		.	
2230	SPV.0090 SPECIAL 04. ABANDONING STORM SEWER 12-INCH TO 24-INCH	1,770.000 LF	.		.	
2240	SPV.0090 SPECIAL 05. ABANDONING STORM SEWER GREATER THAN 24-INCH TO 36-INCH	165.000 LF	.		.	
2250	SPV.0090 SPECIAL 10. CONCRETE CURB AND GUTTER SPECIAL 24 INCH TYPE A	600.000 LF	.		.	
2260	SPV.0090 SPECIAL 11. CONCRETE CURB AND GUTTER SPECIAL 24 INCH TYPE D	460.000 LF	.		.	
2270	SPV.0090 SPECIAL 51. FIBER OPTIC WARNING TAPE	4,140.000 LF	.		.	
2280	SPV.0090 SPECIAL 52. FIBER OPTIC TRACER CABLE	4,140.000 LF	.		.	
2290	SPV.0090 SPECIAL 53. EMERGENCY VEHICLE PREEMPTION GPS INSTALLATION CABLE	2,846.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2300	SPV.0090 SPECIAL 55. FIBER OPTIC INTERCONNECT CABLE	4,430.000 LF	.		.	
2310	SPV.0090 SPECIAL 60. STORM SEWER PIPE PVC 12 INCH	2,181.000 LF	.		.	
2320	SPV.0090 SPECIAL 61. STORM SEWER PIPE PVC 15-INCH	832.000 LF	.		.	
2330	SPV.0105 SPECIAL 01. REMOVE AND SALVAGE TRAFFIC SIGNALS MONROE AVENUE & MASON STREET RAMP INTER	LUMP	LUMP		.	
2340	SPV.0105 SPECIAL 02. REMOVE AND SALVAGE TRAFFIC SIGNALS MONROE AVENUE & CHICAGO STREET	LUMP	LUMP		.	
2350	SPV.0105 SPECIAL 03. REMOVE AND SALVAGE TRAFFIC SIGNALS MONROE AVENUE & WALNUT STREET	LUMP	LUMP		.	
2360	SPV.0105 SPECIAL 04. REMOVE AND SALVAGE TRAFFIC SIGNALS MONROE AVENUE & CHERRY STREET	LUMP	LUMP		.	
2370	SPV.0105 SPECIAL 05. REMOVE AND SALVAGE TRAFFIC SIGNALS MONROE AVENUE & PINE STREET	LUMP	LUMP		.	
2380	SPV.0105 SPECIAL 10. VEHICULAR VIDEO DETECTION SYSTEM 4-CAMERA (MONROE AVE & CHICAGO STREET)	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2390	SPV.0105 SPECIAL 11. VEHICULAR VIDEO DETECTION SYSTEM 4-CAMERA (MONROE AVE & WALNUT STREET)	LUMP	LUMP		.	
2400	SPV.0105 SPECIAL 12. VEHICULAR VIDEO DETECTION SYSTEM 4-CAMERA (MONROE AVE & PINE STREET)	LUMP	LUMP		.	
2410	SPV.0105 SPECIAL 15. REMOVE AND REINSTALL TRAFFIC SIGNAL EQUIPMENT MONROE AVE & MAIN ST INTERSECT	LUMP	LUMP		.	
2420	SPV.0105 SPECIAL 20. CONCRETE PAVEMENT JOINT LAYOUT	LUMP	LUMP		.	
2430	SPV.0165 SPECIAL 01. CONCRETE SIDEWALK 8-INCH	8,300.000 SF	.		.	
2440	SPV.0165 SPECIAL 02. ABANDON VAULT	480.000 SF	.		.	
2450	SPV.0165 SPECIAL 10. SALVAGE PAVER BRICKS	570.000 SF	.		.	
2460	SPV.0180 SPECIAL 01. SEALING CONCRETE PAVEMENT JOINTS	35,200.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE