

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

14

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2160-14-70	WISC 2014 265	S 76 <sup>th</sup> Street W Greenfield Ave to W Pierce St	Local Street

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: July 8, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time  Thirty-Four (34) Working Days	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal  DISC %	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  Milling, base aggregate dense, concrete base patching, cracking and seating, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, pavement marking, permanent signing, traffic signals and lighting.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

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

#### **A General**

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

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

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

#### **B Submitting Electronic Bids**

##### **B.1 On the Internet**

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

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

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

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

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

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

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

### **C Waiver of Electronic Submittal**

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





# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

## NOTARY FOR PRINCIPAL

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 2160-14-70, S. 76th Street, W. Greenfield Avenue to W Pierce Street, Local Street, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 Edition, as published by the department, and these special provisions.

All water main construction and installation shall conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2010 City of West Allis Addendum, the regulations of the Wisconsin Department of Natural Resources (WDNR), the Standard Specifications for Sewer and Water Construction in Wisconsin – Sixth Edition, AWWA Specifications, manufacturers' recommendations and these special provisions. In the event of a conflict, the Wisconsin Department of Transportation Standard Specifications will take precedence. It is the intent of these special provisions to set forth the final contractual intent as to the matter involved and shall prevail over the standard specifications and plans wherever in conflict therewith.

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 (20120615)

### **2. Scope of Work.**

The work under this contract shall consist of milling, base aggregate dense, concrete base patching cracking and seating, HMA pavement, concrete curb and gutter, concrete sidewalk, sanitary sewer, water main, storm sewer, pavement marking, permanent signing, traffic signals, lighting 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.**

#### **A General**

Begin work within ten calendar days after the engineer issues a written notice to do so. The S. 76<sup>th</sup> project (2160-14-70) cannot begin earlier than Monday, August 11, 2014.

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.

### **B Contractor Coordination**

The prime contractor shall have a superintendent or designated representative on the job site during all controlling work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

Hold prosecution and progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall attend and provide a written schedule of the next week(s)' operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. City of West Allis representatives shall be invited to attend the prosecution and progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

Based on the progress meeting, if the engineer requests a new revised schedule, submit it within seven calendar days. Failure to submit a new schedule within 7 days will result in the engineer, after the 7th day, charging a working day regardless of weather-delay until the new schedule is received.

As part of the Zoo Interchange project, a full closure of the 76th Street Bridge over I-94 (WisDOT Project Number 1060-33-78) will occur during the same construction season between April 1, 2014 and September 1, 2014. It is anticipated that the same detour route will be used for both projects. The contractor shall coordinate strategies and schedules to accommodate detour traffic. Once the 76<sup>th</sup> Bridge project (1060-33-78) is completed on September 1, 2014, the detour route will remain in place until the S. 76<sup>th</sup> Street project (2160-14-70) is open to traffic.

Coordinate with local law enforcement and government agencies regarding construction activities and proposed roadway closure. Increased attention will be given to times when events are occurring at State Fair Park to avoid prolonged disturbances.

### **C Work Restrictions**

Comply with all local ordinances which apply to work operations, including those pertaining to work during night-time hours. Furnish any and all ordinance variances issued by the municipality or required permits to the engineer in writing three working days before performing such work. Night-time work will not be allowed without written approval from the engineer and the City of West Allis Department of Public Works at least three working days in advance of the work during night-time hours.

### **D Traffic Control Deficiency Response Time Penalty**

*Supplement standard spec 643.3.2(8) with the following:*

Upon receiving written notification from the engineer, clean, repair, or replace traffic control devices not performing as intended to the satisfaction of the engineer within 12 hours. Failure to clean, repair, or replace required traffic control within the time limits specified above will result in daily monetary assessment of \$500 for each 24-hour period (or portion thereof starting 12 hours after time of notification) in which the deficiency exists.

### **E Traffic Signals**

Early coordination with the local power company may be required to ensure timely activation of the traffic signals. Be aware that recent history indicates that the utility company needs a minimum of 30 working days to get power to the new meter pedestal. This lead time needs to be considered when establishing the project's construction schedule.

Maintain full operation of the traffic signal during traffic signal head removal/reinstallation unless prior notification and approval is obtained from the City of West Allis and engineer.

Minimize the time of traffic signal shutdown when the existing traffic signal cabinet is removed and replaced. The contractor shall obtain approval from the City of West Allis and engineer if the traffic signal shutdown will last longer than 10 working days. During the traffic signal shutdown, stop signs and stop ahead signs will be added for traffic control. See traffic control plan for more information.

## **4. Traffic.**

### **A General**

Accomplish the construction sequence, including the associated traffic control as detailed in the Traffic Staging section of the plans, and as described in the Prosecution and Progress article, and in this Traffic article.

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

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

Traffic control stage changes will only be allowed during off peak hours.

The following definitions shall apply to this contract:

**Peak Travel Periods:**

6:00 AM to 9:00 AM Monday, Tuesday, Wednesday, Thursday, Friday

3:00 PM to 7:00 PM Monday, Tuesday, Wednesday, Thursday

9:00 AM Friday to 9:00 PM Sunday

**Off-Peak Hours:**

9:00 AM to 3:00 PM Monday, Tuesday, Wednesday, Thursday

7:00 PM to 9:00 PM Monday, Tuesday, Wednesday, Thursday

**Night-time Work Hours:**

9:00 PM to 6:00 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM.

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

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

Place roadway and sidewalk signing and roadway temporary pavement marking as detailed on the plans and in conformance to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Traffic control shall be completely in place by the end of the working day of a traffic switch. Contractor forces will cover or remove conflicting signs as necessary to avoid confusion.

Coordinate traffic requirements under this project with other adjacent department or local municipality projects. Contractor is responsible for implementing and coordinating with other contractors all traffic control shown in the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

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

Maintain vehicle and pedestrian access at all times to buildings within the limits of construction.

### **B Roadway Closures**

Close S. 76th Street between W. Greenfield Avenue and the south side of W Pierce Street for the duration of the project as shown in the Traffic Control section of the Plans. Side roads crossing S. 76th Street shall be closed for the duration of the project. The intersection of S. 76th Street and W Pierce Street shall remain open during construction, traffic shall be maintained.

At all times maintain emergency vehicle access to the entire project and emergency access to all homes, schools and businesses. Do not leave trenches or excavations open overnight that will block S. 76<sup>th</sup> Street or a side road within the project limits. Delineate all trenches or excavations with drums and barricades that will be left open overnight.

### **C Pedestrian Access**

Provide pedestrian access at all times. The contractor shall conduct his construction operations in a safe manner taking into consideration the traveling public, his workers, and access to-and-from the construction zone.

Maintain sidewalk at all times except under direction of the engineer. In areas of sidewalk construction, provide a temporary surface for pedestrian access at all times. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the engineer. Gravel or base course material is not acceptable. Maintaining sidewalk is considered incidental to the contract.

Maintain pedestrian movements at all times crossing the S. 76<sup>th</sup> Street and W. Greenfield Avenue signalized intersection. Maintain pedestrian movements at all times crossing the construction zone. Pedestrian crossings of intersections shall meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the engineer. Gravel or base course material is not acceptable. Maintain ADA accessible pedestrian walkways that are free from water, mud, sand, and construction debris.

#### **D Property Access**

Notify business owners at least two days (48 hours) prior to restricting driveway access in advance of concrete base patching, curing time and driveway reconstruction. Commercial driveways may be closed for driveway reconstruction. If a business has two driveways, keep one open while constructing the other. Commercial driveways shall be constructed in stages or a temporary access shall be placed. Construct temporary driveway approaches with Base Aggregate Dense 1 1/4-Inch within 4 hours of the removal of the existing driveway approach. Width of the temporary driveway approach shall be wide enough for one car to access the existing driveway. The temporary driveway approach shall be maintained until the concrete curb and gutter and driveway apron are constructed.

#### **E Advance Notification**

Notify the City of West Allis Police and Fire Departments of all roadway closures and traffic control changes 48 hours in advance of roadway closures. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

City of West Allis Police Department: (414) 302-8000

City of West Allis Fire Department: (414) 302-8900

#### **F Detour Route**

The Detour Route shall be signed and paid for under 76th Street Bridge project over I-94 (WisDOT Project 1060-33-78). The northbound detour route follows Greenfield Avenue (STH 59) west to 84th Street (STH 181), then north to Bluemound Road (US 18). The route then travels east at Bluemound Road to 76th Street. The southbound detour route will follow the reverse directions. Install required project-specific traffic control signs as shown on the plans at least 14 days prior to commencing construction and remove after completion of the project. Cover advance warning signs and route signs until work begins.

### **5. Utilities.**

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

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for this construction project. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area. Use caution to ensure the integrity of underground and overhead facilities.

Bidders are advised to contact each utility company listed in the plans prior to preparing their bids, to obtain current information on the status of any utility within the project work limits.

Known utilities on the projects are as follows:

**AT&T Wisconsin** has underground facilities under the east side terrace and sidewalk of 76<sup>th</sup> Street from Station 128+40 to Station 135+00, with crossings at Station 107+65, Station 131+75, and Station 135+00. No conflicts are anticipated.

Location and Conflict	Resolution
1. Underground facilities in conflict with possible excavation below subgrade (EBS) area:	
<b>S. 76<sup>th</sup> Street</b> Station 135+00, 48' LT to 55' RT (across 76 <sup>th</sup> Street)	AT&T has determined the depth of their facility by potholing at Station 135+00, 32' RT (18" and 20" depth) and Station 135+00, 32' LT (34" and 34" depth). If deemed necessary by the engineer, EBS may be between 16" and 26" below the top of pavement at this location. The contractor shall use caution if excavation is required at this location.

The AT&T Wisconsin contact is Jay Bulanek, (414) 535-7407; [jb5175@att.com](mailto:jb5175@att.com).

**City of West Allis Sanitary Sewer** has sanitary sewer throughout the project limits.

Spot repairs to the City of West Allis sanitary sewers will be done prior to the project. Sanitary sewer manhole covers in conflict with grading and resurfacing operations will be adjusted or reconstructed during construction by the highway contractor as non-participating items.

Location and Conflict	Resolution
1. Sanitary manholes in conflict with construction/grading:	
<b>S. 76<sup>th</sup> Street</b> Station 108+51, CL Station 108+56, 9.9' LT Station 110+99, 9.9' LT Station 113+41, CL Station 121+24, CL Station 127+92, CL Station 128+24, 10.5' LT Station 128+42, 37.4' LT	The highway contractor shall adjust sanitary manholes during construction as non-participating items.



The City of West Allis Sanitary Sewer contact is Pete Daniels, (414) 302-8374; pdaniels@westalliswi.gov.

**City of West Allis Street Lighting** has underground lighting conduit along the center median of 76<sup>th</sup> Street from Station 107+86 to Station 133+95, and crosses 76<sup>th</sup> Street at 121+67, 131+75, and 133+92.

Installation of new underground lighting conduit along the center median of 76<sup>th</sup> Street from Station 109+46 to Station 134+11 with a crossing at Station 113+86, LT will be completed during construction under this contract.

The City of West Allis Street Lighting contact is Pete Daniels, (414) 302-8374; pdaniels@westalliswi.gov.

**City of West Allis Traffic Signals** has traffic signals and conduit at the intersection of 76<sup>th</sup> Street and Greenfield Avenue.

The following traffic signal work at the intersection of 76<sup>th</sup> Street and Greenfield Avenue will be completed during construction under this contract:

- The traffic signal and conduit in the right turn island on the north side of the intersection will be moved to the northwest quadrant
- A new traffic signal pole will be added in the median on the north side of the intersection
- A new traffic signal cabinet will be added
- New traffic signal heads will be installed on all existing and new poles
- Video detection and Emergency Vehicle Pre-emption will be added to the signals

The City of West Allis Traffic Signals contact is Pete Daniels, (414) 302-8374; pdaniels@westalliswi.gov.

**City of West Allis Water Utility** has water main along the east side of the center median of 76<sup>th</sup> Street throughout the project, on the east side of the road from Station 109+60 to Station 113+35, on the west side of the road from Station 128+30 to Station 134+10, with various laterals, hydrants, and water valves throughout the project.

Spot repairs to the City of West Allis water hydrants will be done prior to the project.

One watermain alteration and all water valve boxes will be adjusted by the highway contractor under this contract as non-participating items.

Location and Conflict	Resolution
1. Water main crosses proposed storm sewer:	
<b>S. 76<sup>th</sup> Street</b> Station 113+36, 12' LT to 31' LT	The highway contractor shall construct watermain alteration during construction as a non-participating item.
2. Water valves in conflict with construction/grading:	
<b>S. 76<sup>th</sup> Street</b> Station 107+63, 31' RT Station 107+76, 3' LT Station 108+63, 7' RT Station 108+83, 8' RT Station 112+84, 4' RT Station 113+29, 7' RT Station 113+31, 12' RT Station 113+59, 36' RT Station 114+50, 37' LT Station 114+62, 7' RT Station 120+94, 8' RT Station 121+62, 8' RT Station 127+94, 6' RT Station 128+41, 6' RT Station 128+42, 46' LT Station 134+11, 32' RT	The highway contractor shall adjust water valve boxes during construction as non-participating items.

The City of West Allis Water Utility contact is Pete Daniels, (414) 302-8374; [pdaniels@westalliswi.gov](mailto:pdaniels@westalliswi.gov).

**TDS Telecom** has underground facilities under the east side terrace and sidewalk of 76<sup>th</sup> Street from Station 128+40 to Station 135+00, with crossings at Station 107+65, Station 131+75, and Station 135+00.

Location and Conflict	Resolution
1. Manholes in conflict with construction/grading:	
<b>S. 76<sup>th</sup> Street</b> Station 128+44, 41' RT Station 128+48, 41' RT	TDS Telecom to adjust manholes during construction. <b>The paving contractor shall notify TDS Telecom at least 3 days prior to commencement of paving operations.</b>

The TDS Telecom contact is Michael Johnson, (262) 754-3052; [michael.johnson@tdstelecom.com](mailto:michael.johnson@tdstelecom.com).

**Time Warner Cable** has overhead cable crossing 76<sup>th</sup> Street at 109+00. No conflicts are anticipated.

The Time Warner Cable contact is Lukas LaCrosse, (414) 908-4766; [lukas.lacrosse@twcable.com](mailto:lukas.lacrosse@twcable.com).

**WE Energies Electrical Operations** has underground electric lines in the NORTHBOUND parking lane from Station 131+60 to Station 135+00, and crosses 76<sup>th</sup> Street at 131+67 and 134+82.

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict by the utility and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

Location and Conflict	Resolution
1. Manholes in conflict with construction/grading:	
<b>S. 76<sup>th</sup> Street</b> Station 131+65, 22' RT Station 134+82, 22' RT	WE Energies to adjust manholes during construction. <b>The paving contractor shall notify WE Energies Electric at least 10 days prior to commencement of paving operations.</b>

WE Energies Electrical Operations also have overhead electrical lines crossing 76<sup>th</sup> Street at 109+00 and 135+05. No overhead conflicts are anticipated.

The WE Energies (electric) contact is Bryan Stoehr, (414) 944-5516; [bryan.stoehr@we-energies.com](mailto:bryan.stoehr@we-energies.com).

**WE Energies Gas Operations** has underground gas lines along the east and west sides of S. 76<sup>th</sup> Street within 5' of the right-of-way, with one crossing at Station 131+46.

Location and Conflict	Resolution
1. Gas valves in conflict with construction/grading:	
<b>S. 76<sup>th</sup> Street</b> Station 107+18, 33' LT	WE Energies to adjust gas valves during construction. <b>The paving contractor shall notify WE Energies Gas at least 10 days prior to commencement of paving operations.</b>

The gas main and laterals shown on the plan set are outdated and have since been abandoned. These abandoned gas facilities are as follows:

- West Side of 76<sup>th</sup> Street:
  - Station 107+75 to Station 111+00 at 23' LT —2" PVC in 4" cast iron
  - Station 111+00 to Station 128+50 at 19' LT —2" PVC in 4" cast iron
  - Station 128+50 to Station 131+40 at 20' LT —2" PVC in 12" cast iron

- East Side of 76<sup>th</sup> Street:
  - Station 108+80 to Station 127+90 at 19' RT —2" PVC in 4" cast iron
  - Station 127+90 to Station 131+75 at 5' RT —2" steel
  - Station 131+75 to Station: 135+10 at 18' RT —2" PVC in 12" cast iron
- Crossing at about Station: 128+08 —2" PE in 6" cast iron

It is the responsibility of the contractor to remove and dispose of any abandoned gas facility that is in direct conflict with their operation.

No additional conflicts are anticipated.

The WE Energies (gas) contact is Nathan Schkeryantz, (414) 389-4373; [nathan.schkeryantz@we-energies.com](mailto:nathan.schkeryantz@we-energies.com).

**Windstream** has underground facilities under the east side terrace and sidewalk of 76<sup>th</sup> Street from Station 128+40 to Station 135+00, with crossings at Station 107+65, Station 131+75, and Station 135+00.

Location and Conflict	Resolution
1. Handholes in conflict with construction/grading:	
<b>S. 76<sup>th</sup> Street</b> Station 128+44, 41' RT in Sidewalk	Windstream to adjust handhole during construction. <b>The paving contractor shall notify Windstream at least 10 days prior to commencement of paving operations.</b>

The Windstream contact is Jim Kostuch, (262) 792-7938; [james.kostuch@windstream.com](mailto:james.kostuch@windstream.com)).

## 6. Coordination with Businesses.

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and hold two meetings per month thereafter.

108-060 (20030820)

## 7. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of vehicles on roadways carrying South 76<sup>th</sup> Street, Greenfield Avenue, and side road traffic. No equipment shall travel on side roads without approval from the engineer.

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

## **8. Erosion Control.**

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering in accordance to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison, Kristina Betzold, (414) 263-8517. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Sod and fertilize top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed.

## **9. 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 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.  
107-001 (20060512)

## **10. Tree Planting.**

The work consists of furnishing and installing trees. Planting shall be performed only by skilled workmen with satisfactory record of performance on completed projects of comparable size and quality.

Use proper horticultural practice in handling all plant material making sure root ball remains intact without cracks or loose soil within the root ball.

Plants shall be warranted to be in a disease free, pest free and healthy growing condition two years from the date of final acceptance by the engineer. The engineer shall notify the contractor in writing of any plants that do not meet the above requirements and the contractor shall replace the dead or diseased plants at the earliest appropriate planting season.

All plant material shall be obtained from a nursery source in hardiness zones 4 or 3. All plant material shall meet the requirements and specifications of the American Association of Nurserymen, American Standard for Nursery Stock (ANSI Z60-1990). Non-conforming plant material may be rejected by the engineer any time prior to final acceptance.

Copies of purchase orders from the nurseries must be supplied to the Superintendent of Forestry to determine correct species. The City of West Allis Forestry Division contact number is (414) 302-8811.

Plant substitutions for any reason must be approved by the Superintendent of Forestry before installation.

The location of plant holes and beds shall be staked out or painted by the contractor. All marked locations shall be approved by engineer before excavation begins.

Plant material and mulch must be inspected and approved by the Superintendent of Forestry before installation.

Mulch shall be of uniform size and comply with D.A.T.C.P. ash regulations.

The contractor shall notify the Superintendent of Forestry 24 hours prior to planting. City Forestry personnel must be present during all planting operations.

For shade and ornamental tree planting, refer to the City of West Allis Tree Planting Detail in the plans.

1. Any Tree Tags or ribbons on tree are to be removed.
2. Broken branches are removed.
3. Bud/Graft Union. Use to assist in the location of the root flare on balled and burlapped trees. Estimate root flare at 6" below the bud/graft union.
4. Root Flare must be exposed and slightly above the finished grade. No fill shall be placed on top of the root ball.
5. With the tree in the upright position, cut openings into the burlap on top of ball in between the rope holding the basket to the root ball. Dig into the ball soil using a small hand trowel to locate the root flare. The root flair is the area where the main roots transition into the trunk. Measure up from bottom of the root ball to the root flare to determine the proper depth of the planting hole.
6. The planting hole depth is set according to the measurement determined as described above. The bottom of the planting hole shall be undisturbed. If the hole is too deep, soil must be added and compacted beneath the tree ball.
7. Flare the Planting Hole edges in all soils. The planting hole shall be excavated 12" wider on all sides.
8. Glazed Soil on side of planting hole is broken up.
9. Remove the bottom half of the wire basket, leaving the burlap intact. Set the ball in the hole at the proper depth previously established. Place 6" to 10" of soil around the ball to stabilize it. Then remove the remaining wire basket and burlap above the soil just added.
10. Guying consists of straps of webbing attached with wire. Space straps several inches apart where possible. Do not over tighten. The tree shall be able to move slightly.
11. Twist wire back to avoid injury. Metal "T" post stakes are parallel to the trunk and installed outside the root ball with the flanges facing out.
12. Backfill material must be approved by the Superintendent of Forestry prior to backing around the trees. Unsuitable excavated materials shall include materials such as: heavy clay, concrete, gravel, organic material, sand or other as determined on site. If excavated material is unsuitable to be used for planting the contractor shall supply a silt loam soil to be used in place of the excavated material. The contractor shall dispose of unsuitable and excess excavated material.
13. Trees shall be fertilized with two commercial grade "PHC Tree Saver" mycorrhizal/fertilizer or approved equal, packets per tree.

14. Plants shall be thoroughly watered in to eliminate all air pockets around the tree ball.

15. Mulch is placed over soil 3” thick, no deeper than 1” deep next to the trunk and dishd away.

## **11. Tree Protection.**

The contractor shall take all necessary precautions to protect trees within the project limits. Where the contractor perceives that even with reasonable care, damage may occur to a tree during construction, the City of West Allis Forestry Division shall be contacted at (414) 302-8811 to request a preconstruction meeting on site. If approved by the engineer and the City of West Allis Forestry Division, tree roots may be sawed to facilitate construction of curb and gutter or sidewalk. Sawing of tree roots shall be paid under item SPV.0090.02, Tree Root Sawing.

Only the City of West Allis Forestry Division will repair damage caused to any street tree. Charges for any or all of the following may be levied: the appraised value of the tree, cost of removal, cost of repair or rejuvenation, and the cost of replacement planting. These costs will be billed to the contractor, at the option of the City of West Allis. If, in the opinion of the City of West Allis Forestry Division, the tree has been damaged to the point that it warrants removal, the City of West Allis will assess the contractor \$100 per inch diameter of the tree. A field measurement will be taken at 4.5 feet above ground to determine the tree diameter. The contractor shall not be assessed for damage caused by sawed roots that have been approved for sawing by the engineer and the City of West Allis Forestry Division.

## **12. Weekly Coordination Meeting.**

The contractor shall arrange and conduct weekly meetings between the department, local officials, utilities and subcontractors to discuss the project schedule of operations, traffic control, erosion control and any unresolved conflicts. The first meeting shall be held prior to the start of work under this contract.

## **13. Clearing and Grubbing, Emerald Ash Borer.**

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

*Supplement standard spec 201.3 with the following:*

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



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

- Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.
- Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

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

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

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

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

**ATCP 21.17 Emerald ash borer; import controls and quarantine.**

**Importing or Moving Regulated Items from Infested Areas; Prohibition.**

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

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

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

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

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

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

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

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

### **Regulatory Considerations**

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

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

### **Chipped Ash Trees**

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

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

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

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

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

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

**Ash logs, Branches, and Roots**

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

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

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

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

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

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

**Furnishing and Planting Plant Materials**

*Supplement standard spec 632.2.2 with the following:*

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

**Updates for Compliance**

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

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

**Regulated Items**

More frequent updates, if any, are available on the DATCP website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address. 201-SER1 (20100401)

**14. Street Lighting Systems for the City of West Allis.**

Work under this contract will include the removal, modification and installation of street lighting systems owned and operated by the City of West Allis. Perform all work in accordance to the plans, specifications and as hereinafter noted.

**Existing Street Lighting Circuits – Warning – Electrocuting Hazard:**

The City of West Allis has multiple street lighting circuits along 76<sup>th</sup> Street; and crossing 76<sup>th</sup> Street, within the project area. Much of the existing street lighting circuits are high voltage series type circuits. By proposing to do the work the electrical subcontractor acknowledges that he is professionally knowledgeable of the hazards inherent in series street lighting and that he will train his staff as to the appropriate safety procedures for working around series wiring and other portions of the system.

The City of West Allis Electrical Division staff contact for purposes of this project shall be Terry Meincke at (414) 302-8876 or (414) 531-5102 cell.

Carefully read and consistently abide by the following coordination requirements in order to safely work within areas of existing series street lighting circuits:

- Schedule and attend an initial project meeting prior to any work taking place, electrical or otherwise. The City of West Allis will provide contact information for city staff, electrical system maps and other information as needed. Two weeks' notice in advance of this meeting is required.
- Coordinate with the city in advance of making any side street lighting circuit connections as shown on the plans. New conduit installed by bore shall be in place in stage one prior to disrupting any lighting circuits. The city will install all wiring and perform all connections using conduit and pullboxes installed under this contract. Coordinate as necessary and provide adequate time to mobilize city forces to complete the work within daylight hours of one work day.
- Coordinate with the city in advance of relocating an existing light along the west side of 76<sup>th</sup> Street, north of Greenfield Avenue. The City of West Allis will remove, store and reinstall this light after de-energizing the circuit connections. Removal of the existing concrete base and construction of a new concrete base will be included in this contract.

- Coordinate with the city in advance of removing any existing street lights or pullboxes as shown on the plans. The intent is to maintain the existing street lighting in operation as long as possible. Some minor temporary connections and modifications to the existing street lighting system may be made by the City of West Allis if it is determined necessary. One week notice in advance of removing any existing street lights or pullboxes is required.
- Coordinate with the city in advance of removing any existing curb and gutter or sidewalk as shown on the plans. The existing electrical wiring is buried at a relatively shallow depth just behind the curb in most locations along 76<sup>th</sup> Street. The removal of the curb and gutter and sidewalk is likely to result in damage to the existing wiring and potentially exposure to high voltage wiring. The City of West Allis will de-energize any circuit which will be exposed by roadway removal work. One week notice in advance of removing any existing curb and gutter or sidewalk is required.

**Work Performed by Others:**

The City of West Allis will perform the following tasks in coordination with the proposed street lighting work on the project.

- Inspect all wiring terminations prior to energizing the system.
- Install pole plaques after pole installation is complete.
- The city will install all wiring for side streets and perform all connections using conduit and pullboxes installed under this contract. This includes removal, storage and reinstallation of existing side street light poles.

**Modifications to the Standard Specifications:**

*Append standard spec 651 with the following:*

The department will allow inspection of street light installations by the City of West Allis.

*Append standard spec 651 with the following:*

Notwithstanding any other provision, poles, arms, and concrete bases shall be dimensioned and furnished to fit each other and to work together as one complete system.

*Append standard spec 651.2 with the following:*

Arrange pick-up of city-furnished materials through the City of West Allis at 6300 West McGeoch Avenue. Arrange for delivery of removed lamps to the City of West Allis Department of Public Works yard located at 6300 West McGeoch Avenue.

*Append standard spec 655.3.1(1) with the following:*

Wet location splices disallowed.

## **15. Taped Cable Splices.**

### **A Description**

Splices shall be a taped splice as described below. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is required.

### **B Materials**

The rubber tape shall meet the requirements of ASTM D 4388 and the plastic tape shall comply with Mil Spec. MIL-I-24391 or Fed. Spec. A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits designed for the application.

Electrical tapes shall be Scotch Electrical Tapes – number Scotch 88 and Scotch 130C linerless rubber splicing tape as manufactured by the Minnesota Mining and Manufacturing Company, or approved equivalent. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

### **C Construction**

Connections of cable conductors shall be made using crimp connectors utilizing a crimping tool designed to make a complete crimp before the tool can be removed. All splices and terminations shall be made in accordance to the manufacturer's recommendations and listings.

A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and the jacket allowing for bare conductor of proper length to fit compression sleeve connector with ¼ inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for the cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents. Apply high-voltage rubber tape one-half lapped over bare conductor. This tape shall be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice, less tension

shall be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with the ends tapered a distance approximately 1 inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required. Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

#### **D Measurement**

Taped splices shall be incidental to the cable installation. This includes all materials, tools, and labor to make a complete and working splice.

#### **E Payment**

There is no payment to this item.

### **16. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

Both the department and City of West Allis personnel will inspect construction of sanitary sewer and water main under this contract. However, testing and final acceptance of the sanitary sewer and water main construction will be by the City of West Allis.

Full size water main plans are available from the City of West Allis, 7525 W. Greenfield Avenue. Please contact Joe Burtch at (414) 302-8376, [jburtch@ci.west-allis.wi.us](mailto:jburtch@ci.west-allis.wi.us) for further information.

### **17. Catch Basin Covers.**

The contractor shall deliver the new catch basin covers to the City of West Allis Department of Public Works yard located at 6300 W. McGoech Avenue to be modified 1 week prior to installation with a minimum of a three day notice. The contractor shall pick-up the modified catch basin covers and deliver them to the project site.

### **18. Storm Sewer Manhole and Catch Basin Cover Installations.**

The existing storm sewer manhole and catch basin covers that are being replaced as new shall be returned to the Department of Public Works yard located at 6300 W. McGoech Avenue by the contractor.

These requirements apply to the installation of all storm sewer manhole and catch basin/inlet covers.

### **Surface Requirements**

The contractor shall set the frames and covers accurately so the complete installation is at the correct elevation required to fit the adjoining surfaces. The frames shall be set in pavement areas so that they comply with the following surface requirements. Place a 6-foot straightedge over the centerline of each frame parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the 2 measurements. If this average is greater than 5/8 inch, reset the frame to the correct plane and elevation. If this average is 5/8 inch or less but greater than 3/8 inch, the city will allow the frame to remain in place but shall pay only 50 percent of the contract unit price for adjusting manhole and catch basin covers. If the frame is higher than the adjacent pavement, then make the 2 measurements at each end of the straightedge and average them.

### **Repudiation of Past Practice**

Observations of manhole structures of various ages have disclosed numerous cases where the covers have settled below the adjacent pavement, and investigation has revealed the materials used to support and adjust the cover have deteriorated to the extent that such materials could either be removed by hand or had already fallen into the structure. Such conditions are the result, at least in part, of the improper methods used in setting or adjusting the covers when they were installed. In the past, covers were often temporarily supported on a variety of shims or wedges while the adjacent concrete was being placed. Later, a cosmetic layer of mortar was applied from the inside of the structure with little, if any, mortar getting under the flange of the frame. This practice of adjusting the masonry structure to near the final grade, supporting the covers on small wedges while placing the adjacent concrete, then later attempting to force mortar under the flange, has proven unsatisfactory and will not be permitted.

The following construction practices will be required:

Whenever possible, the covers shall be adjusted and set to grade on a full bed of mortar in advance of the paving operation (except on asphalt pavement and asphalt resurfacing projects where the manhole frames shall only be adjusted after the lower layer of hot mix asphalt pavement is completed).

An inspection will be made of the interior of all storm manholes and catch basins before final acceptance. The contractor will fill any voids between the flange and the top of the structure. Prior to final inspection and acceptance, all new, reconstructed or existing storm sewer manholes and catch basins are to be cleaned by the contractor of debris that has accumulated as a result of work operations under the contract.

### **Asphalt Pavement and Asphalt Resurfacing Projects**

Installation and adjustment of storm sewer manhole and catch basin covers shall only be done after the lower layer of hot mix asphalt pavement is completed on asphalt pavement and asphalt resurfacing projects. The lower layer of hot mix asphalt pavement shall be removed only after a vertical edge has been sawed in a box around the storm sewer manhole or catch basin. The removal and sawing of any lower layers shall be paid at the contract unit price for "Pavement Removal" and "Sawing". The area of asphalt removed



around the frame shall be large enough to fully accommodate compaction by a self-propelled pneumatic roller completely within the patched area. The use of plate compactors will not be permitted for compacting the lower layer around manholes and catch basins. Replacement of asphalt or concrete base around adjusted frames shall be paid at the contract unit price for “HMA Pavement” or “8” Concrete Base.”

To prevent debris from entering the storm sewers, the contractor shall install approved protection barriers, as shown on the plan, prior to any grading operation. These barriers will be removed by the contractor when frame adjustment is complete. There will be no additional compensation for the barriers.

All storm sewer manholes and catch basins will receive the same type of adjustment criteria except the four catch basins at the S. 76<sup>th</sup> Street/Greenfield Avenue intersection.

## **19. General Requirements for Electrical Work.**

*Append standard spec 651.3.3 (3) with the following:*

Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the city Engineering Department at (414) 302-8374 to coordinate the inspection. The department’s electrical personnel will perform the inspection.

## **20. Traffic Signals, General.**

Work under this item shall consist of furnishing and installing all materials for traffic signals and interconnect at the following intersection in the City of West Allis, WI.

- S. 76<sup>th</sup> Street and W. Greenfield Avenue

All traffic signal work shall be in accordance to the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2014 edition, and these plans and specifications.

Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor’s expense. Also, any additional disruption of city-owned facilities shall be repaired or relocated as needed at the contractors expense.

Notify the city Engineering Department at (414) 302-8374 at least three weeks prior to the beginning of the traffic signal work.

Furnish the engineer with material lists and specifications of all traffic control equipment for approval prior to installation.

The contractor shall furnish all materials, which include but are not limited to, the traffic signal controller, the traffic signal cabinet, and traffic signal control equipment as listed in the plans (such as, pedestal bases, transformer bases, traffic signal standards, poles, trombone arms, signal poles and arms, traffic signal faces, backplates, pedestrian signal faces, pedestrian push buttons, traffic signal mounting hardware, video detection system, emergency vehicle preemption system, concrete foundations, etc.).

The contractor shall obtain the necessary electrical permits from the City of West Allis Building Department prior to beginning the work. The contractor is responsible for all application fees and for any fines, penalties, damage done to property, etc., billed by the City of West Allis.

The contractor is responsible for requesting the electrical service installation or relocation from the power company and the city shall pay the installation costs.

The contractor shall stake the proposed locations of traffic signal items 10 days prior to starting work so that the locations of the proposed facilities can be approved by the City of West Allis. Any field changes regarding the location of the signal poles, pull boxes, etc. shall be approved by the City of West Allis.

## **21. Removing Concrete Surface Partial Depth, Item 204.0109.S.**

### **A Description**

This special provision describes removing a portion of the concrete surfaces as shown on the plans according to standard spec 204, and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

#### **C.1 Equipment**

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

#### **C.2 Methods**

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed pavement shall become the property of the contractor. Properly dispose of it according to standard spec 204.3.1.3.

#### **D Measurement**

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0109.S	Removing Concrete Surface Partial Depth	SF

Payment is in full compensation for removing the concrete; and for disposing of materials.

204-041 (20080902)

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

#### **A Description**

##### **A.1 General**

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

Veolia's Emerald Park Landfill  
W124 S10629 124<sup>th</sup> Street  
Muskego, WI 53150  
(414) 529-1360

Waste Management's Metro Recycling and Disposal Facility  
10712 South 124<sup>th</sup> Street  
Franklin, WI 53132  
(414) 529-6180

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.

## **A.2 Notice to the Contractor – Contaminated Soil and Groundwater Locations**

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 metals-contaminated groundwater is present at the following locations as shown on the plans:

1. Station 107+65 to 108+45, from approximately 10' right to project limits right, from approximately 1' to 4' bgs.
2. Station 108+00 to 108+75, from approximately 10' left to project limits left, from approximately 8' to 10' bgs.

Approximately 200 cubic yards (approximately 340 tons at an estimated 1.7 tons per cubic yard) of soil to be excavated from this area for sewer installations will require bioremediation.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

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

Name: Michael Cape, P.G.  
Address: 141 NW Barstow Street, WI 53187-0798  
Phone: (262) 548-5930  
Fax: (262) 548-6891  
E-mail: [michael.cape@dot.wi.gov](mailto:michael.cape@dot.wi.gov)

## **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

Name: Bryan Bergmann, P.E., CHMM  
Address: 150 North Patrick Boulevard, Suite 180, Brookfield, WI 53045  
Phone: (262) 901-2126 or (262)-227-9210 cell  
Fax: (262) 879.1220  
E-mail: [bbergmann@trcsolutions.com](mailto:bbergmann@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.

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.

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.

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. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

#### **A.4 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

During excavation activities, expect to encounter soil contaminated with gasoline/fuel oil, or other petroleum 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.

#### **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. Minimize the amount of open trenches, construct diversion berms, and implement other controls to minimize the infiltration of surface water into excavations in areas of known contamination.

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 approximately one sample for every 15 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. 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.

Groundwater may be present within the construction limits, but it is not anticipated that extensive dewatering will be required. Groundwater testing results indicate that groundwater is contaminated with metal within the construction limits above drinking water standards but below Wisconsin Pollution Discharge Elimination System (WPDES) discharge limits. If excavation dewatering is needed during construction, the removed water shall be permitted to discharge to the surface after employing standard construction sediment removal. 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 or 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.

#### **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; and dewatering of soils prior to transport, if necessary.

205-003 (20080902)

## **23. 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:

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

<sup>[1]</sup> 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.

<sup>[2]</sup> For 3-inch material, obtain samples at load-out.

<sup>[3]</sup> 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:

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

<sup>[1]</sup> 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 shall 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)

## **24. Concrete Base and Concrete Base Patching.**

*Revise SDD Base Patching Concrete and Concrete Base as follows:*

All base patching concrete and concrete base areas shall be tied to the existing concrete pavement with reinforcing bars. All reinforcing bars along both transverse and longitudinal joints shall be No. 4 tie bars drilled into existing concrete pavement. No dowel bars shall be used. All tie bars shall be 24" in length and shall be spaced at 36" C-C.

## **25. Cracking and Seating.**

*Supplement standard spec 340.3.2 as follows:*

Lightly water the cracked pavement to make the cracking sequence more visible.

Following rolling, pieces that continue to have a rocking motion shall be broken into smaller pieces and rerolled.

*Replace standard spec 340.3.2(2) as follows:*

Crack concrete uniformly across the pavement width into pieces approximately 4 to 6 square feet in area and having their maximum dimension transverse to the pavement centerline. Do not crack concrete within 2 feet of transverse joints, curb and gutter, base patches, manholes, valves, or at other locations designated by the contract or engineer.

## **26. Base Aggregate Dense 1 1/4 Inch, Item 305.0120.**

*Supplement standard spec 305.5 the following:*

Payment for Base Aggregate Dense 1 1/4-Inch used in temporarily maintaining access during construction is full compensation for preparing the foundation; for stockpiling, placing, shaping, compacting, and maintaining the base; and for removing the base.

## **27. HMA Pavement Type E-1.**

*Amend standard spec 450.3.2.1(3) as follows:*

Do not place asphaltic mixture between November 1 and May 1, regardless of temperature, without the engineer's written approval or direction.

## **28. General Information about Water.**

The City of West Allis will provide and pay for any water needed for placing base aggregate, cracking and seating, landscaping and any additional use for the project. The contractor shall need to pick-up a water meter from the City of West Allis so the city Water Department can track the water used for the project. Contact the city Engineering department at (414) 302-8374 at least five working days prior to pick-up to make arrangements.

## **29. Landscape Planting Surveillance and Care.**

This special provision describes landscape planting surveillance and care in accordance to the pertinent requirements of standard spec 632 and as hereinafter provided.

Each cycle for Landscape Planting Surveillance and Care will include all planted and transplanted trees in the contract. The Landscape Planting Surveillance and Care cycles shall begin upon completion of planting and transplanting stock and continue throughout the plant establishment period as required in the standard specification and as designated by the engineer.

### **Surveillance and Care Cycle Timeline**

1. Year 2015 – May, June, July, August, September, and October – 13 cycles
2. Year 2016 - May, June, July, August, September, and October – 13 cycles

### **Damage for Failing to Perform**

If the Care Specialist fails to perform any of the required care cycles as specified above, the contractor shall be liable to the department for a pay reduction of \$200 per calendar day for each day in which the requirements of the care cycle remain incomplete, except when the required time period is extended by the engineer.

## **30. Signs Reflective Type II Reflective H, Item 637.2210.**

*Append standard spec 637.3.3.3 with the following:*

Signs mounted on light poles shall utilize mounting hardware (bands) with a bronze exterior finish.



### **31. Moving Signs Type II, Item 638.2102.**

Signs on existing light poles will be removed and stored by the City of West Allis prior to the start of construction for this project. The contractor shall pick-up all existing signs that are to be moved to new light pole locations from the City of West Allis Department of Public Works yard located at 6300 W. McGoech Avenue. The contractor shall contact the City of West Allis a minimum of 3 days prior to pick-up of existing signs.

*Append standard spec 638.3.2 to include the following:*

- (5) Remove all signs to be salvaged and reused on the project prior to removing and salvaging light poles. The contractor is responsible for the safe storage of signs during construction.
- (6) Provide new mounting hardware (bands) with a bronze finish for existing signs being moved to new light poles.

### **32. Pavement Marking Grooved Wet Reflective Tape; 8-Inch, Item 646.0883.S.**

#### **A Description**

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

#### **B Materials**

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

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

#### **C Construction**

##### **C.1 General**

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

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

##### **C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$  10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a

depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

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

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

### **C.4 Groove Position**

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

### **C.5 Groove Cleaning**

#### **C.5.1 Concrete**

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

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

#### **C.5.2 New Asphalt**

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

#### **C.5.3 Existing Asphalt**

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

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

### **C.6 Tape Application**

Apply the wet reflective pavement marking tape when both the air and surface temperature are 40 degrees F and rising.

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

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

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

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

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0883.S	Pavement Marking Grooved Wet Reflective Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-018 (20120615)

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

#### **A Description**

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

## **B Materials**

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

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

## **C Construction**

### **C.1 General**

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

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

### **C.2 Groove Depth**

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

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

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

### **C.4 Groove Position**

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

### **C.5 Groove Cleaning**

#### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to

clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

### **C.5.2 New Asphalt**

Groove pavement five or more days after paving.

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

### **C.5.3 Existing Asphalt**

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

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

### **C.6 Tape Application**

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

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

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

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

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

### **D Measurement**

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

**E Payment**

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

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

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-022 (20120615)

**34. Install Conduit Into Existing Item, 652.0700.S.****A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

**B Materials**

Use 2 Nonmetallic Conduit 2-Inch, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

**C Construction**

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for the entering conduit(s) at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

**D Measurement**

The department will measure Install Conduit Into Existing Item by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	Each

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.  
652-070 (20100709)

**35. Electrical Service Meter Breaker Pedestal, Street Lighting W. Madison Street, Item 656.0200.**

*Append standard spec 656.3.4 with the following:*

The contractor shall be responsible for the electrical service installation or relocation request. The contractor is also responsible for preparing the We Energies' Certificate of Compliance and Site Ready cards, and for all other coordination required with the utility to arrange for, complete, and approve the meter breaker pedestal and service drop installation.

Electrical utility company service installation or relocation and energy cost will be billed to and paid for by the maintaining authority.

Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electrical utility company.

*Append standard spec 656.5(3) with the following:*

Payment is full compensation for grading the service trench; replacing topsoil; and for fertilizing, seeding, and mulching to restore the disturbed area of the service trench.

**36. Pavement Marking Grooved Preformed Thermoplastic Arrow, Type 2, Item SPV.0060.01; Pavement Marking Grooved Preformed Thermoplastic Words, Item SPV.0060.02; Pavement Marking Grooved Thermoplastic Symbols Bike Shared Lane, Item SPV.0060.03.**

**A Description**

This special provision describes furnishing, grooving and installing preformed plastic pavement markings as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

**B Materials**

Furnish preformed plastic pavement marking and adhesive material per manufacturer's recommendations, if required, from the department's approved products list.

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

## **C Construction**

### **C.1 General**

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

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

### **C.2 Groove Depth**

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

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

Cut the groove one-inch wider than the width of the pavement marking.

### **C.4 Groove Position**

Position the groove edge in accordance to plan details. The start and end of the initial and final groove may be 0 to 4 inches from the perimeter of the pavement marking.

### **C.5 Groove Cleaning**

#### **C.5.1 Concrete**

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

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

#### **C.5.2 New Asphalt**

Groove pavement 10 or more days after paving.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.



### **C.5.3 Existing Asphalt**

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

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

### **C.6 Tape Application**

Apply the preformed plastic pavement markings when both the air and surface temperature are 40 degrees F and rising.

**Application of the tape in the groove without additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:**

1. May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
2. June 1 to August 31 – the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

**Application of the tape in the groove with additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:**

1. October 1 to April 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
2. September 1 to May 31, both dates inclusive – the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The surface preparation adhesive must be set (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance. Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

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

### **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermo Plastic (Type) by each individual pavement marking item, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Pavement Marking Grooved Preformed Thermoplastic Arrow, Type 2	Each
SPV.0060.02	Pavement Marking Grooved Preformed Thermoplastic Symbols Bike Shared Lane	Each
SPV.0060.03	Pavement Marking Grooved Preformed Thermoplastic Words	Each

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

### **37. Removing and Salvaging Light Poles, Luminaires, and Arms, Item SPV.0060.04.**

#### **A Description**

The work under this item shall consist of removing and salvaging above-ground street lighting equipment owned by the City of West Allis, in accordance to the applicable provisions of standard specs 204, 655 and 659.

Specific removal and salvage items are described in the plans and miscellaneous quantities. This item also includes all other non-itemized materials, labor, and tools required to remove the lighting equipment as shown in the plans.

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

#### **C Construction**

The City of West Allis will be responsible for removal of the lighting circuitry from the existing light pole in order to keep the associated street lighting system fully functional. Coordinate with city crews to determine when service has been removed from the subject light pole.

Inspect the pole prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Arrange for the removal of the street lighting equipment after receiving approval from the engineer that the existing equipment can be removed. Bases will be paid as a separate item and are not included herein.

Items identified in the plans and Miscellaneous Quantities to be returned to the city shall be delivered to the City of West Allis Maintenance Facility. Concrete bases and all conductors and wire shall be removed and properly disposed of. Conduit shall be removed or abandoned in place. Conduit may be abandoned in place only if it does not interfere with new construction or present a risk of damage to newly constructed items.

All work shall be in accordance to the latest Standard Specifications, City of West Allis Standards, and the plans.

**D Measurement**

The department will measure Removing and Salvaging Light Poles, Luminares, and Arms by each individual light pole, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Removing and Salvaging Light Poles, Luminares, and Arms	Each

Payment is full compensation for removing, relocating, and/or disassembling street lighting (as needed), scrapping of some materials, storing salvaged items on site, disposing of scrap material, and for delivering the indicated materials to the city.

**38. Install City-Furnished Light Pole, Luminaire and Arm, Item SPV.0060.05.**

**A Description**

The work under this item shall consist of installing city-furnished street lighting equipment, including light poles, luminaires, and luminaire arms, in accordance to the applicable provisions of standard specs 655 and 659.

Specific install items are described in the plans and miscellaneous quantities. This item also includes all other non-itemized materials, labor, and tools required to create completely functional street lighting installations as shown in the plans.

**B (Vacant)****C Construction**

Coordinate with the City of West Allis to pick up and transport the city-furnished lighting equipment from the municipal yard located at 6300 W. McGoech Avenue to the project site. Inspect the pole prior to acceptance of the materials. Inform the engineer of any items of concern or potential problems that may interfere with the use of the pole, arm or luminaire.

Arrange for the installation of the street lighting equipment as shown on the plans after receiving approval from the engineer. Connect the lighting equipment to power in the traffic signal cabinet. New base installation and lighting cable will be paid as separate items and are not included herein.

All work shall be in accordance to the latest Standard Specifications, City of West Allis Standards, and the plans.

**D Measurement**

The department will measure Install City-Furnished Light Pole, Luminaire, and Arm by each individual light pole, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Install City-Furnished Light Pole, Luminaire, and Arm	Each

Payment is full compensation for the transport and installation of city-furnished lighting equipment, and connection of the lighting equipment to power in the traffic signal cabinet.

**39. Concrete Base Type 9 Modified, Item SPV.0060.06.****A Description**

This special provision describes modifying the existing concrete traffic signal cabinet base at the intersection of S. 76<sup>th</sup> Street and Greenfield Avenue in accordance to the pertinent provisions of standard spec 654 and as hereinafter provided. Specific construction details are provided in the plans.

**B (Vacant)****C Construction**

Notify the city Engineering Department at (414) 302-8374 at least five working days prior to the removal of the traffic signal cabinet and modification of the existing base. Complete the installation as soon as possible following the removal of the traffic signal cabinet and shutdown of the traffic signals to minimize traffic disruption.

Minimize impacts to adjacent landscaping and sidewalk and notify the city of possible impacts prior to construction.

Construct the expanded concrete control cabinet base according to the construction details and as specified in standard spec 501. Provide the surface finish specified in standard spec 502.3.7.2 and plan details. Inspect the forming and applicable reinforcement for concrete bases before pouring the concrete. Cure exposed portions of the concrete bases as specified in standard spec 415.3.12 except the contractor may use curing compound conforming to standard spec 501.2.9. Wait at least 7 days before installing the traffic signal cabinet. Install necessary hardware to anchor traffic signal cabinet to the base.

**D Measurement**

The department will measure Concrete Base Type 9 Modified as 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.0060.06	Concrete Base Type 9 Modified	Each

Payment is full compensation for installing concrete bases; for anchor bolts, nuts, washers, and other necessary hardware; for excavating, backfilling, and disposing of surplus materials.

**40. Catch Basin Special, Item SPV.0060.07.****A Description**

This special provision describes the construction of catch basins as shown on plans.

**B Materials**

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with the 2010 City of West Allis Addendum.

**C Construction**

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with the 2010 City of West Allis Addendum.

**D Measurement**

The department will measure Catch Basin Special as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Catch Basin Special	Each

Payment is full compensation providing all materials, including all masonry, conduit and sewer connections, steps, and other fittings; for furnishing all excavation, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

**41. Watermain Alteration 12-Inch, Item SPV.0060.08.****A Description**

This special provision describes the installation of 12" Water Main Alteration.

**B Materials**

Use materials conforming to Chapter 8.18 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2010 City of West Allis Addendum, and as supplemented as follows:

Furnish Class 53 ductile iron water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

**C Construction**

Use methods that conform with Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2010 City of West Allis Addendum, and supplemented as follows.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2010 City of West Allis Addendum. Water main pipe shall be double wrapped in polyethylene.

Install at location designated in the plan.

**D Measurement**

The department will measure Water Main Alteration 12-Inch 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.0060.08	Watermain Alteration 12-Inch	Each

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

**42. Circuit Breaker Panel and Photo Control System, Item SPV.0060.09.****A Description**

This special provision describes furnishing and installing lighting control cabinets as shown on the plans and as hereinafter provided.

**B Materials**

The lighting control system shall consist of a load center, lighting contactor, electric photo-eye and a time clock.

The load center shall be a surface mounted, 100A rated NEMA 1 enclosed load center with a main circuit breaker rated at 100A. The load center shall have a copper bus and ground bar. The load center shall include six 20A-2P, one 60A-2P, and one 20A-1P feeder breaker as shown on the plans.

Lighting contactor shall be Tork 5441, Square D SPG3-VO2, GE 40402AAZ, or engineer approved equal.

Photo-eye shall be twist-lock, hermetically sealed, Tork 5001M, Paragon TL-201-00, Precision LM-2275 or engineer approved equal.

Lighting Time Clock shall be Intermatic ET700115C or engineer approved equal.

### **C Construction**

Mount and install photo sensor on control cabinet. Surface-mount and install circuit breaker and lighting contactor inside control cabinet as specified in the plans and as specified by the manufacturer. Consult drawing for exact location of sensor, time clock and panels. Coordinate with City of West Allis engineers for time clock and photo-eye settings.

### **D Measurement**

The department will measure Circuit Breaker Panel and Photo Control System as each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Circuit Breaker Panel and Photo Control System	Each

Payment is full compensation for furnishing and installing equipment, and for disposing of surplus material.

## **43. Lighting Control Cabinet Type 3060, Item SPV.0060.10.**

### **A Description**

This special provision describes furnishing and installing lighting control cabinets as shown on the plans and as hereinafter provided.

### **B Materials**

The cabinet shall be Type 3060 as detailed in the plans. Include grounding system as shown on SDD Cabinet Service Installation Breaker Pedestal.

### **C Construction**

Mount and install photo sensor and time clock on control cabinet. Surface-mount and install circuit breaker and lighting contactor inside control cabinet as specified in the plans and as specified by the manufacturer. Consult drawing for exact location of sensor, time clock and panels. Coordinate with City of West Allis engineers for time clock and photo-eye settings.

**D Measurement**

The department will measure Lighting Control Cabinet, 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.0060.10	Lighting Control Cabinet Type 3060	Each

Payment is full compensation for furnishing and installing equipment, and for disposing of surplus material.

**44. Lighting Units Single, Item SPV.0060.11.****A Description**

This special provision describes various bronze anodized aluminum street lighting units, each consisting of a light pole, 30 foot tall, and one arm, 6 feet long, at locations shown in the plan.

**B Materials**

Conform to the applicable provisions of standard specs 657.2.1 and 657.2.3. Certify to resist all loads shown, as well as the implied load of a traffic sign of up to 20 square feet mounted as high as 15 feet (to top of sign) above the ground.

**C Construction**

Conform to standard spec 657, with the exception that luminaire mast arms shall not utilize a clamped connection to the lighting pole. The luminaire mast arms shall be designed to be directly bolted to the lighting pole utilizing a stainless steel rivnut connection. Provide shop drawing detail of the lighting unit for the City of West Allis review and approval.

**D Measurement**

The department will measure Lighting Units Single as each individual unit (one pole and one arm), acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Lighting Units Single	Each

Payment is full compensation according to standard spec 657.5 (for poles and luminaire arms).



**45. Lighting Units Twin, Item SPV.0060.12.**

**A Description**

This special provision describes various bronze anodized aluminum street lighting units, each consisting of a light pole, 30 foot tall and 6-foot luminaire arm(s), as indicated at locations shown in the plan. Luminaires Utility LED Category A units will be paid for separately.

**B Materials**

Poles and Arms:

Conform to the applicable provisions of standard specs 657.2.1 and 657.2.3 and as shown on the plans. Certify to resist all loads shown, as well as the implied load of a traffic sign of up to 20 square feet mounted as high as 15 feet (to top of sign) above the ground. Include anchor bolt covers to match the pole finish.

**C Construction**

Conform to the applicable provisions of standard spec 657.3, with the exception that luminaire mast arms shall not utilize a clamped connection to the lighting pole. The luminaire mast arms shall be designed to be directly bolted to the lighting pole utilizing a stainless steel rivnut connection. Provide shop drawing detail of the lighting unit for the City of West Allis review and approval.

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Lighting Units Twin	Each

Payment is full compensation according to standard spec 657.5.

**46. Luminaires Utility LED Category A, Item SPV.0060.13; Luminaires Utility LED Category A Bronze, Item SPV.0060.14.**

**A Description**

This special provision describes furnishing and installing Light Emitting Diode (LED) roadway luminaires.

**B Materials**

Furnish Luminaires Utility LED from the department qualified product list. Luminaires shall conform to applicable portions of standard spec 659.2.2 and the WisDOT Specifications for LED Roadway Luminaires. The luminaire housing shall be all aluminum with factory finished durable corrosion and UV resistant bronze powder-

coated or anodized aluminum finish. Housing access shall be tool-free. The luminaire/arm mounting configuration shall fit the specified pole fitter being used per the plan. The luminaire shall be UL listed, IP 66 rated.

LED lamps shall be in the 4000K color temperature range with a minimum of 70 CRI. A NEMA sized "Category Label" label shall be fixed to the bottom of the luminaire and be visible from a passing vehicle.

The luminaire shall be equipped with a voltage-sensing LED driver, to accommodate 120-277V with 90% power factor and THD 20% max at full load. Surge protection shall be provided and tested in accordance to the specifications. The luminaire shall also be equipped with a quick-disconnect plug for connecting the pole riser wires to the terminal block. A strain relief shall retain the pole riser wires within the luminaire.

The acceptable luminaire is as follows:

Category A:

- Cree STR-LWY-2S-HT-08-D-UL-SV-700-43K

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

### **C Construction**

Under the bid item Luminaires Utility LED, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

Three single-conductor No. 12 stranded wires shall be used to connect the luminaires to their respective branch conductors in the pole base. Each luminaire feeder wire shall be protected by one 5-amp fuse. Fuses and fuse holders shall be as per the details in the Plan.

All exposed threaded equipment mounting hardware shall be stainless steel.

The contractor shall coat all threaded stainless steel hardware and dissimilar metal, threaded hardware with an approved zinc-based anti-seize compound (Loctite or Jet-Lube prior to assembly.

There shall be a sticker placed on the bottom of the luminaire to clearly identify the WisDOT Luminaire Category A as applicable. The sticker shall be visible from a person standing on the ground and is incidental to the luminaire.

**D Measurement**

The department will measure Luminaires Utility LED Category A and Luminaires Utility LED Category A Bronze as each individual lighting 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.0060.13	Luminaires Utility LED Category A	Each
SPV.0060.14	Luminaires Utility LED Category A Bronze	Each

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

**47. Construction Staking Curb Ramps, Item SPV.0060.15.****A Description**

This special provision describes staking curb ramps where shown on the plans and in accordance to the requirements of standard spec 650 and as hereinafter provided.

**B (Vacant)****C Construction**

Stake and provide supporting documentation as required by this special provision to ensure the construction of American with Disability Act (ADA) compliant curb ramps per the Wisconsin Department of Transportation Facilities Development Manual Chapter 11, Section 25, Subject 30. Staking shall be in accordance to grade locations shown on the plan sheets with adjustments, if required, to ensure ADA compliance. Prior to project completion, provide the department with as-built plan sheets, 8-1/2 inch x 11 inch, including borders, for each ramp showing locations and elevations and curb ramp longitudinal slope used to stake and construct the curb ramp including the locations and elevation of the benchmark used to stake each curb ramp. Each sheet shall have a title block in the lower right corner which shall include the project identification number and location of the curb ramp. All sheets shall be signed, sealed, and dated by a professional engineer, licensed in the State of Wisconsin.

**D Measurement**

The department will measure Construction Staking Curb Ramps as each individual construction staking curb ramp, 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	Construction Staking Curb Ramps	Each

Payment is full compensation for designing and staking curb ramps including providing all supporting documentation as provided above.

#### **48. Adjust Sanitary Manhole Covers, Item SPV.0060.16.**

##### **A Description**

Work under this item includes the adjustment of existing sanitary manhole covers to match the proposed finish grade and the installation of sanitary manhole frame/chimney seals. This work shall be performed in accordance to the requirements of standard spec 611 except as herein modified.

##### **B Materials**

New frames will be supplied by the City of West Allis for manholes that do not already have new covers that were replaced on the previous city contract in 2014, as directed by the engineer and the City of West Allis. The contractor shall pick up any new manhole covers needed from the City of West Allis Department of Public Works. The existing manhole covers shall be removed from the manholes and returned to the Department of Public Works yard located at 6300 W. McGoech by the contractor.

The city will also furnish all chimney frame internal seals, unless specifically noted on the Plans or Special Provisions. The contractor shall pick-up the seals at the Department of Public Works yard located at 6300 W. McGoech Avenue.

##### **C Construction**

The contractor shall remove the existing sanitary manhole frame, adjust the top of the existing masonry structure, and install the cover.

##### **Surface Requirements**

The contractor shall set the frames and covers accurately so the complete installation is at the correct elevation required to fit the adjoining surfaces. The covers shall be set in pavement areas so that they comply with the following surface requirements. Place a 6-foot straightedge over the centerline of each frame parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the 2 measurements. If this average is greater than 5/8 inch, reset the cover to the correct plane and elevation. If this average is 5/8 inch or less but greater than 3/8 inch, the city will allow the frame to remain in place but shall pay only 50 percent of the contract unit price for adjusting sanitary manhole frames. If the frame is higher than the adjacent pavement, then make the 2 measurements at each end of the straightedge and average them.

##### **Repudiation of Past Practice**

Observations of manhole structures of various ages have disclosed numerous cases where the covers have settled below the adjacent pavement, and investigation has revealed the materials used to support and adjust the cover have deteriorated to the extent that such materials could either be removed by hand or had already fallen into the structure. Such conditions are the result, at least in part, of the improper methods used in setting or

adjusting the covers when they were installed. In the past, covers were often temporarily supported on a variety of shims or wedges while the adjacent concrete was being placed. Later, a cosmetic layer of mortar was applied from the inside of the structure with little, if any, mortar getting under the flange of the frame. This practice of adjusting the masonry structure to near the final grade, supporting the covers on small wedges while placing the adjacent concrete, then later attempting to force mortar under the flange, has proven unsatisfactory and will not be permitted.

The following construction practices will be required:

Whenever possible, the covers shall be adjusted and set to grade on a full bed of mortar in advance of the paving operation (except on asphalt pavement and asphalt resurfacing projects where the manhole frames shall only be adjusted after the lower layer of hot mix asphalt pavement is completed).

An inspection will be made of the interior of all sanitary manholes before final acceptance. The contractor shall fill any voids between the flange and the top of the structure. Prior to final inspection and acceptance, all new, reconstructed or existing sanitary manholes are to be cleaned by the general contractor of debris that has accumulated as a result of work operations under the contract.

#### **Asphalt Pavement and Asphalt Resurfacing Projects**

Adjusting sanitary manhole frames shall only be done after the lower layer of hot mix asphalt pavement is completed on asphalt pavement and asphalt resurfacing projects. The lower layer of hot mix asphalt pavement shall be removed only after a vertical edge has been sawed in a box around the frame. The removal and sawing of any lower layers shall be paid at the contract unit price for "Pavement Removal" and "Sawing". The area of asphalt removed around the frame shall be large enough to fully accommodate compaction by a self-propelled pneumatic roller completely within the patched area. The use of plate compactors will not be permitted for compacting the lower layer around manholes. Replacement of asphalt or concrete base around adjusted manhole frames shall be paid at the contract unit price for "HMA Pavement" or "8" Concrete Base."

To prevent debris from entering the sanitary sewers, the contractor shall install approved protection barriers, as shown on the plan, prior to any grading operation. These barriers will be removed by the contractor when frame adjustment is complete. There will be no additional compensation for the barriers.

#### **Internal Seals**

Install internal manhole seals in all sanitary sewer manholes to provide a watertight, interior flexible seal between the manhole frame and the manhole cone section. Install internal manhole seals after final pavement or surface restoration is complete. All manhole frames must be tuck-pointed to the chimney section using approved masonry and mortar prior to seal installation.

Install internal chimney seals and extensions in strict accordance with the manufacturer's specifications and recommendations, including use of butyl caulk on the lower portion of the seal when installed in brick manholes. The installation of the chimney seal and extension shall include the preparation of the wall surfaces in the chimney area and the cleaning or grinding of the frame as required by the manufacturer's specifications and recommendations.

Repair irregularities and surface imperfections in the chimney section of the manhole using a quick setting, high strength, non-shrinking, polymer modified mortar.

Perform a water test on all internal manhole seals. After any extensions and the lower compression bank of the seal is installed, fill the area between the seal and the manhole structure with water. If a leak is found, adjust the bands until the seal is leak free. No water leakage shall be permitted. After testing, remove the water complete installation of the seal.

#### **D Measurement**

The department will measure Adjust Sanitary Manhole Covers 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.0060.16	Adjust Sanitary Manhole Covers	Each

Payment is full compensation for adjusting the frame including removal and adjusting rings; and for furnishing all labor, tools, equipment, services and incidentals necessary to complete the contract work.

### **49. Adjust Water Valve Box, Item SPV.0060.17.**

#### **A Description**

Work under this item includes the adjustment of existing water valve boxes to match the proposed finish grade.

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

#### **C Construction**

##### **C.1 Water Valve Boxes**

The contractor shall adjust water valve boxes up and down as required by contractor operations. The contractor shall set the finished valve box in a plumb, vertical position flush with the pavement or terrace, whichever applies.

The contractor shall protect the top section of the box. If the section is accidentally broken, a new top section can be obtained from the Department of Public Works yard located at 6300 W. McGeoch Avenue.

After the pavement is installed, if the City of West Allis Water Department determines the valve is inoperable due to displacement or faulty adjusting or lack of protection, the contractor shall be required to perform all work necessary to correct the condition and make the valve operational at his own expense and with five days of notification by the city.

#### **D Measurement**

The department will measure Adjust Water Valve Box as each individual unit, acceptably completed, regardless of the number and amount of adjustments made to the valve box.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Adjust Water Valve Box	Each

Payment is full compensation for furnishing and installing all materials for the number and amount of adjustments made to the valve box and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

### **50. Remove and Reinstall Existing Light Pole, Luminaire, and Arm, Item SPV.0060.18.**

#### **A Description**

The work under this item shall consist of removing and reinstalling above-ground street lighting equipment owned by the City of West Allis, in accordance to the applicable provisions of standard specs 204, 655 and 659.

Specific removal and reinstallation items are described in the plans and miscellaneous quantities. This item also includes all other non-itemized materials, labor, and tools required to remove and reinstall the lighting equipment as shown in the plans.

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

#### **C Construction**

The City of West Allis will be responsible for removal of the lighting circuitry from the existing light pole in order to keep the associated street lighting system fully functional. Coordinate with city crews to determine when service has been removed from the subject light pole.

Inspect the pole prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Arrange for the removal of the street lighting equipment after receiving approval from the engineer that the existing equipment can be removed. Minimize the time between removal from the existing base and reinstallation on the new base. Reinstall the pole assembly on a new base as shown in the plans. Prepare assembly for proper lighting cable connection to traffic signal cabinet. Bases and lighting cable will be paid as separate items and are not included herein.

Concrete bases and all conductors and wire shall be removed and properly disposed of. Conduit shall be removed or abandoned in place. Conduit may be abandoned in place only if it does not interfere with new construction or present a risk of damage to newly constructed items.

All work shall be in accordance to the latest Standard Specifications, City of West Allis Standards, and the plans.

#### **D Measurement**

The department will measure Remove and Reinstall Existing Light Pole, Luminaire, and Arm by each individual light pole, 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.0060.18	Remove and Reinstall Existing Light Pole, Luminaire, and Arm	Each

Payment is full compensation for removing, relocating, and/or disassembling street lighting (as needed), scrapping of some materials, storing salvaged items on site, disposing of scrap material, and for delivering the indicated materials to the city.

### **51. Concrete Curb and Gutter 26-Inch, Item SPV.0090.01.**

Construct the concrete curb and gutter in accordance to standard spec 601 and in accordance to the construction plan detail "Curb and Gutter 26-Inch Detail".

### **52. Tree Root Sawing, Item SPV.0090.02.**

#### **A Description**

All construction adjacent to street trees, where disturbance to the root zone may occur, shall require the severing of roots with a root cutter or saw. Cutting with a bulldozer, grader, backhoe, etc. is not acceptable. The need for and extent of tree root sawing will be determined prior to construction by a meeting between the contractor, engineer, and the City of West Allis Forester (Mike Rushmer, (414) 302-8811).

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



### **C Construction**

Roots shall be cut vertically and cleanly using a suitable saw to a minimum depth of 1 foot and a minimum of 1 foot outside of the excavation area where the tree is in close proximity or as directed by the engineer. Estimated lengths of tree root sawing are shown in the plans.

### **D Measurement**

The department will measure Tree Root Sawing by the linear foot, acceptably completed. Overcuts beyond the limits as directed by the engineer and/or the forester will not 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.0090.02	Tree Root Sawing	LF

Payment is full compensation for the above described work.

## **53. Pavement Marking Grooved Thermoplastic Crosswalk 6-Inch, Item SPV.0090.03; Pavement Marking Grooved Thermoplastic Stop Line 18-Inch, Item SPV.0090.04.**

### **A Description**

This special provision describes furnishing, grooving and installing preformed plastic pavement markings as shown on the plans, in accordance to standard spec 647 and as hereinafter provided.

### **B Materials**

Furnish preformed plastic pavement marking and adhesive material per manufacturer's recommendations, if required, from the department's approved products list.

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

### **C Construction**

#### **C.1 General**

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

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

## **C.2 Groove Depth**

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

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

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

## **C.4 Groove Position**

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

## **C.5 Groove Cleaning**

### **C.5.1 Concrete**

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

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

### **C.5.2 New Asphalt**

Groove pavement 10 or more days after paving.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

### **C.5.3 Existing Asphalt**

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

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

## **C.6 Tape Application**

Apply the preformed plastic pavement markings when both the air and surface temperature are 40 degrees F and rising.

### **Application of the tape in the groove without additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:**

1. May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
2. June 1 to August 31 – the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

### **Application of the tape in the groove with additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:**

1. October 1 to April 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
2. September 1 to May 31, both dates inclusive – the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The surface preparation adhesive must be set (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance. Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

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

## **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermo Plastic (Type) (Size) in length by the linear foot of tape placed, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch	LF
SPV.0090.04	Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

#### **54. Series Circuit Power Cable, Item SPV.0090.05.**

##### **A Description**

This special provision describes furnishing and installing series circuit power cables as shown on the plans.

##### **B Materials**

The series circuit power cable shall be #8 AWG 5 KV rating and the following:

##### **I. CONDUCTORS**

###### **Inner Conductor**

- A. Type: The inner conductor shall consist of annealed copper wire conforming to ASTM B-3. It shall be coated with tin per ASTM B-33 or lead tin alloy per ASTM B-189.
- B. Stranding: Size 8 AWG may be solid or stranded. Stranding shall conform to ASTM B-8, Class B. Solid 8 AWG is preferred.
- C. Stranding Shielding: the stranded conductors of cables shall be covered with a spiral wrapping of semi-conducting tape complying with IPCEA Specification S-1981.

###### **Outer Conductor**

- A. Type: the outer concentric conductor shall consist of annealed copper wire conforming to ASTM B-3.
- B. Coating: Each wire shall be protected with a coating of either tin per ASTM B-33 or lead tin alloy per ASTM B-189.
- C. Construction: shall consist of 7 to 10 spirally wrapped tinned or coated copper wires whose total cross sectional area shall be equal to that of the insulated conductor in accordance to IPCEA Standard Specifications.

A spiral wound Mylar tape shall be wound over the concentric wires, under the outer PVC jacket.

##### **II. INSULATION**

- A. Type: The conductor shall be insulated with a cross-linked polyethylene compound meeting the requirements given below.

- B. Application: The insulation shall be extruded directly over the solid conductor or over the semi-conducting material on the stranded conductor and shall fit tightly thereto.
- C. Thickness: The nominal thickness of the conductor covering shall be 120 mils and the minimum not less than 90° of the nominal. This conductor covering may consist of cross-linked polyethylene insulation or of cross-linked polyethylene with a semi-conducting jacket.

D. Physical Requirements:

1. Original
  - a. Tensile strength min. psi. 1750.
  - b. Elongation at rupture, min. % 350.
2. Aged

After air oven exposure at 121°C for 7 days.

  - a. Tensile strength min. psi. 75.
  - b. Elongation at rupture, min. % 75.

After air pressure test exposure, 80 psi at 127°C for 40 hours.

  - a. Tensile strength min. psi. 75.
  - b. Elongation at rupture, min. % 75.
3. Cold Bend Test

Shall pass cold bend test at minus 65°C.
4. Mechanical Water Absorption

After 7 days in 70°C water, maximum mg/sq in 5.0.
5. Ozone Resistance

.030% Ozone concentration for 24 hours at room temperature, no failure.

E. Electrical Requirements

1. High Voltage Test

Each length of insulated cable shall withstand 100 volts per mil AC for 5 minutes. Cables shall also withstand for 15 minutes a DC potential of 300 volts per mil.
2. Test Values

Installation test 80° of factory test.  
Proof test 60° of factory test.
3. Insulation Resistance

The insulation resistance constant shall be not less than 10,000 ohms.



Payment is full compensation for furnishing and installing equipment, and for disposing of surplus material.

**55. Remove Traffic Signals S. 76<sup>th</sup> Street and W. Greenfield Avenue, Item SPV.0105.01.**

**A Description**

This special provision describes removing existing traffic signals and traffic signal cabinet at the intersection of S. 76<sup>th</sup> Street and Greenfield Avenue in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

**B (Vacant)**

**C Construction**

Notify the city Engineering Department at (414) 302-8374 at least five working days prior to the removal of the traffic signals.

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Remove the signal heads, wiring/cabling, and traffic signal mounting devices from each signal pole to allow for reinstallation of a new traffic signal head on each existing traffic signal pole (as applicable). Ensure that all access hand hole doors and all associated hardware remain intact. Deliver the remaining materials to the City of West Allis Maintenance Facility. Contact the city Engineering Department at (414) 302-8374 at least five working days prior to delivery to make arrangements.

Maintain full operation of the traffic signal during traffic signal head removal/reinstallation unless prior notification and approval is obtained from the city and engineer.

Minimize the time of traffic signal shutdown when the existing traffic signal cabinet is removed and replaced. The contractor shall obtain approval from the city and engineer if the traffic signal shutdown will last longer than 20 working days.

**D Measurement**

The department will measure Remove Traffic Signals (Location) as a single lump sum unit of work for each intersection, 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 Traffic Signals S. 76 <sup>th</sup> Street and W. Greenfield Avenue	LS

Payment is full compensation for removing and disassembling traffic signals, removing the traffic signal cabinet, disposing of scrap material; and for delivering the requested materials to the department.

## **56. Traffic Signal Cabinet and Controller S. 76<sup>th</sup> Street and W. Greenfield Ave., Item SPV.0105.02.**

### **General**

This work shall consist of furnishing and installing traffic signal controller(s) and cabinet(s) as shown on the plans and as hereinafter provided.

The controller shall be Eagle Signal Control EPAC M50 Series (Model 3608).

A ruggedized, outdoor battery powered back-up uninterruptible power supply system (UPS) shall be installed to the traffic signal control cabinet. This system shall provide a seamless transition to backup power, offer long run times, are designed to withstand extreme temperatures and environments where heat, cold, dust and debris can affect equipment, and are able to withstand vibrations caused by cars, trains, trucks and buses that can interfere with system operations. Battery heater mats shall be included.

The contractor shall submit two copies of the following to the City of West Allis: Detection wiring diagrams, cable and routing diagrams, pole to pull box wiring diagrams, conductor layout standards and the associated head arrangements and other pertinent details.

Equipment will be examined and tests will be performed to ensure that proper and sufficient equipment is furnished as is required to complete the signal plan operation and sequence in compliance with the intent of the contract specifications.

All testing and equipment examination shall be in the presence of the contractor's representative furnishing the equipment. The contractor's representative will be notified of any needed modifications or corrections to be accomplished by the contractor.

The cabinet shall not be installed until it is in proper working order and approved by City of West Allis personnel or their designee.

After the contractor has mounted the cabinet on the cabinet foundation, he shall connect all the field wiring inside the controller cabinet and test the signal circuits for correct operation. The contractor shall connect and test the signal circuits outside the controller



cabinet as directed by the engineer. Connecting and testing signal circuits shall be considered part of this item of work.

The controller shall be a fully traffic actuated, solid state, digital microprocessor controller, capable of providing the number and sequence of phases, overlaps, and any special logic as described herein and shown on the accompanying plan.

The controller shall be fully programmed and shall be mounted in a control cabinet to operate as a complete and functioning intersection traffic signal control system. The equipment items included shall be, but not necessarily limited to, cabinet, microprocessor controller, monitor, detector amplifiers, power supply, power distribution panel, interior cabinet wiring, and other associated electrical and electronic equipment interior to the control cabinet that is necessary to provide the type of operation described in these specifications.

Dual ring, programmable for both single and dual entry concurrent timing, eight-phase frame or equivalent shall be provided. Volume density and pedestrian timing shall be provided for all phases. MUTCD flashing capability shall be provided. All controls shall be in accordance to the accompanying plans and with NEMA Standards Publication No. TS2-2003.

The intersection controller unit shall be capable of up to 8-phase operation plus four programmable overlaps regardless of whether preemption, coordination or the special programming is used. The intersection cabinet shall be wired for a minimum of twelve and include twelve 3 circuit load switches.

#### **A. Electrical and Operational Aspects**

- (1) **Buffering.** All logic circuit inputs shall be internally buffered to withstand transients and noise, such as might result from normal usage, without damage to any mechanism components.
- (2) **Timing Features.** All controller timing parameters shall be fully programmable from the front panel using switches and/or keyboard inputs, and memory storage features shall be nonvolatile under power off conditions for at least 30 days. The locking, nonlocking detection mode and recall switches shall also be accessible on the front panel.
- (3) **Minimum Green Timing.** The passage timer shall time concurrently with the minimum green timer, so that the duration of the minimum green time is directly adjustable and is independent of the passage time setting.
- (4) **Manual (Police) Control.** If manual control is used, actuation of the manual control shall permit manual advance of the Walk, Pedestrian Clearance, and Green interval terminations only. Manual termination of Yellow or All Red clearance intervals shall not be permitted.
- (5) **Red Revert.** An adjustable red revert control shall be provided to assure adequate red display when recycling a phase during call-away or red rest mode operation. A call for service to a different phase shall be preceded by an all-red clearance interval, as programmed.

- (6) **Coordination.** The controller shall be capable of operation in progressive coordination systems and mutual coordination and shall contain, but not be limited to, the following external inputs, with all functions brought out:
- (7) **Minimum Safe Timings Control.** Controllers shall not accept any operator input or stored timing parameters that would result in intervals shorter than the following: yellow clearance - 3.0 seconds, minimum walk - 4.0 seconds, minimum pedestrian clearance - 6.0 seconds. At the beginning of each of the above intervals, the controller shall check the previously stored data against these minimums. If an operator attempts to load an incorrect timing parameter, the controller unit shall output a unique error code on the front panel display. As an alternate to minimum timing control, a coded keyboard entry security feature may be provided.
- (8) **Minimum Safe Timings Control.** Controllers shall not accept any operator input or stored timing parameters that would result in intervals shorter than the following: yellow clearance - 3.0 seconds, minimum walk - 4.0 seconds, minimum pedestrian clearance - 6.0 seconds. At the beginning of each of the above intervals, the controller shall check the previously stored data against these minimums. If an operator attempts to load an incorrect timing parameter, the controller unit shall output a unique error code on the front panel display. As an alternate to minimum timing control, a coded keyboard entry security feature may be provided.

- |  |                                     |
|--|-------------------------------------|
| - Vehicle/Pedestrian Detectors per phase | - Internal Maximum Inhibit per ring |
| - Phase Omit per phase                   | - Hold per phase                    |
| - Semi-Mode per controller               | - Pedestrian Omit per phase         |
| - Maximum II per ring                    | - Red rest per ring                 |
| - Stop Timing per ring                   | - Force-Off per ring                |
| - Select Minimum Recall per controller   | - Manual Control per controller     |
| - Omit Red Clearance per ring            | - External Start per controller     |

- (9) **Indicator Lights and Switches.** Indicator lights shall be provided to show the status of each signal phase on. Indicator lights shall also be used to show interval status, phase termination information, and presence of vehicular and pedestrian calls for each phase. An indicator light shall also be provided to show the status of the backup battery charging circuit.

The controller shall have an on off switch and fuse for AC power.

- (10) **Data Display.** The data panel shall be a removable hand held unit. The panel shall contain a display panel consisting of LED display characters. The face of the display shall be scratch, chemical, and solvent resistant. In the case of writing data or parameters into the controller there shall be a visual indication that the data has been accepted. The number of characters shall be adequate to read or write all data and parameters in decimal format together with a data descriptor in either alpha numeric format, or thumbwheel switch display. A data key shall be provided.

(11) **Diagnostic Program.** A diagnostic program shall be prepared by the manufacturer of the controller unit which will demonstrate the proper operation of all the inputs, outputs, controls and indicators in the controller, and shall have visual conformation on the front panel. The diagnostic program shall be either resident in the controller or furnished as a separate plug in module. A flow chart and listing of the diagnostic routine shall be furnished with the controller unit.

(12) **Preemption**

a) **General.** These specifications detail a preemptor program for use with 2 through 8 phase actuated controller.

- i. The preemptor shall be capable of being adaptable to meet the various types of applications such as railroad, fire station, and bridge preempts.

The preemptor shall be internal to the controller and shall not alter controller capability or interchangeability under normal operation. The preemptor shall be completely programmable by the user.

b) **Preempt Program.**

- i. **Preempt Registration.** The preempt call input shall initialize preempt registration and start preempt sequence unless a priority call input is activated which would treat the current controller preemptions state as normal operation and reinitiate call registration.
- ii. **Preempt Delay.** As soon as the preempt call is registered the preempt delay will begin timing unless preempt delay is set zero or preempt delay omit was active during preempt call registration. Delay shall be programmable from 0 to 255 seconds minimum.
- iii. As soon as preempt delay is timed out, current running phases not next to be common in preempt sequence are cleared. If the running phases are green and must be cleared, special programmable values of minimum green, walk and pedestrian intervals will time normal times. Concurrently a special preempt clearance is generated. This clearance is designed for advance track signals and any overlaps that may be green and require yellow clearance.
- iv. **Entry Clearance Phase(s) Select.** Two sequential phases or phase pairs shall be available to be run as programmable fixed time intervals as an entry sequence. Two entry options shall be available, each programmable. The entry sequence shall be capable of being omitted entirely.

- v. **Dwell Sequence.** After the entry sequence, the preemptor shall enter the dwell sequence. During the dwell sequence the controller shall cycle between selected phases on a pre-timed or actuated basis. Pedestrian phasing may be normal or omitted entirely. When the dwell sequence is entered, a preempt dwell output shall be generated. The preemptor shall remain in dwell for the length of the dwell extension timer which shall be capable of being held in reset by the preempt call input. Dwell extension shall be omittable by setting the timer to zero.
  - vi. **Exit Sequence.** After leaving dwell, the controller shall enter one or two programmed exit phases(s) or phase pairs sequences. The sequence will time programmed minimum green and place a vehicle call on all phases not omitted. After timing exit phase minimum green the controller shall time and sequence normally.
- (13) **Time Base Coordination.** These specifications detail a Time Base Coordinator program for use with 2 through 8 phase actuated controller.

The units shall allow traffic control equipment to be coordinated without requiring the use of interconnection cables. The units shall coordinate traffic control equipment based on signals from a precise time base which will allow output control signals to be changed at the proper pre-programmed time to achieve the coordinated operation of an intersection with other intersections or the desired operation of an isolated intersection. The coordinators may also use a programmer for a master intersection controller which in turn is interconnected with secondary intersection controllers. The units shall also be capable of providing a command for MUTCD flash, and shall allow a full year program to be initiated and carried out without the necessity of field adjustment for anticipated special events, etc.

The time base coordinator shall be internal to the controller and shall not alter controller capability or interchangeability under normal operation. The time base coordinator shall be completely programmable by the user.

**B. Monitoring.** A conflict monitor meeting the following requirements shall be provided:

(1) **General**

Each cabinet assembly shall be wired to operate with one Malfunction Management Unit (MMU). The MMU shall be a Type 16.

This specification sets forth the minimum requirements for a shelf-mountable, sixteen channel, solid-state Malfunction Management Unit (MMU). The MMU shall meet, as a minimum, all applicable sections of the NEMA Standards Publication No. TS2 2003. Where differences occur, this specification shall govern.

(2) **Monitoring Functions**

The following monitoring functions shall be provided in addition to those required by the NEMA Standard Section 4.

a) **Dual Indication Monitor**

Dual Indication monitoring shall detect simultaneous input combinations of active Green (Walk), Yellow, or Red (Dont Walk) field signal inputs on the same channel. In Type 12 mode this monitoring function detects simultaneous input combinations of active Green and Yellow, Green and Red, Yellow and Red, Walk and Yellow, or Walk and Red field signal inputs on the same channel.

When voltages on two inputs of a vehicle channel are sensed as active for more than 450 msec, the MMU shall enter the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the DUAL INDICATION fault. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input. When voltages on two inputs of a vehicle channel are sensed as active for less than 200 msec, the MMU shall not transfer the OUTPUT relay contacts to the Fault position.

When operating with Port 1 communications enabled, Bit #68 (Spare Bit #2) of the Type #129 response frame shall be set to indicate a Dual Indication fault has been detected.

Dual Indication Monitoring shall be disabled when the RED ENABLE input is not active.

- i. **Dual Indication Programming.** Programming shall be provided to enable the Dual Indication monitoring function for the Green and Red, Green and Yellow, and Yellow and Red combinations for each individual channel. In the Type 12 mode, the Walk inputs shall be logically OR'ed with the Green inputs for purposes of Dual Indication programming.

b) **Field Check Monitoring.** The Field Check Monitor function shall provide two modes of operation, Field Check Fault and Field Check Status.

Field Check Monitoring shall be disabled when the RED ENABLE input is not active.

- i. **Field Check Monitor.** In the Field Check Fault mode, when the field signal input states sensed by the MMU do not correspond with the data provided by the Controller Unit in the Type #0 message for 10 consecutive messages, the MMU shall enter the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the FIELD CHECK FAIL fault. Bit #67 (Spare Bit #1) of the Type #129 response frame shall be set to indicate a Field Check fault has been detected. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input.

- ii. **Field Check Status.** The Field Check Status mode shall work in combination with the other fault monitoring functions of the MMU. When a Conflict, Red Fail, Clearance Fail, or Dual Indication Fail triggers the MMU, the Channel Status Display and Fault Status Display shall correspond to that detected fault. If Field Check errors were detected while the fault was being timed, the inputs on which the Field Check errors were detected shall be reported on the Channel Status display. Bit #67 (Spare Bit #1) of the Type #129 response frame shall also be set to indicate Field Check errors have been detected.
  - iii. **Field Check Programming.** Programming shall be provided to enable the Field Check monitoring function for each Green, Yellow, and Red input individually. Programming shall be provided to enable the Field Check monitoring function for channel 2, 4, 6, and 8 Walk input individually when operating in the Type 12 with SDLC mode.
- c) **Recurrent Pulse Monitoring.** The Signal Monitor shall detect Conflict, Red Fail, and Dual Indication faults that result from intermittent or flickering field signal inputs. These recurring pulses shall result in a latching fault with the RECURRENT PULSE STATUS indicated along with the resulting Conflict, Red Fail, or Dual Indication status. An option shall be provided to disable the RP detect function for testing purposes. When operating with Port 1 communications enabled, Bit #69 (Spare Bit #3) of the Type #129 response frame shall be set to indicate a Recurrent Pulse status has been detected.
- d) **External Watchdog Monitoring.** The MMU shall provide the capability to monitor an optional external logic level output from a Controller Unit or other external cabinet circuitry. If the MMU does not receive a change in state on the EXTERNAL WATCHDOG input for 1500 msec ( $\pm 100$  msec), the MMU shall enter the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the WATCHDOG fault. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input. An MMU Power Failure shall reset the WATCHDOG fault state of the monitor. The EXTERNAL WATCHDOG input shall be wired to connector MSB-S.
- When operating with Port 1 communications enabled, Bit #70 (Spare Bit #4) of the Type #129 response frame shall be set to indicate an External Watchdog fault has been detected.
- e) **Type Fault Monitor.** The MMU shall verify at power-up that the Type 12 or Type 16 operating mode as determined by the TYPE SELECT input is consistent with the mode set by the last external reset.

Detection of a Type Fault shall place the MMU into the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the TYPE 12/16 fault. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input. An MMU Power Failure shall reset the Type Fault state of the monitor.

- f) **Flashing Yellow Arrow PPLT Support.** The MMU shall be designed to monitor an intersection with up to four approaches using the four section Flashing Yellow Arrow (FYA) movement outlined by the NCHRP Research Project 3-54 on Protected/Permissive signal displays with Flashing Yellow Arrows. Two cabinet configurations shall be supported for both the MMU Type 16 and Type 12 modes depending on the number of load switches provided and the capabilities of the Controller Unit. In both modes the MMU shall be designed to provide the same fault coverage for the FYA approaches as it does for conventional protected left turn phases including Conflict, Red Fail, Dual Indication, and both Minimum Yellow and Minimum Yellow Plus Red Clearance monitoring.

### (3) Configuration Options

- a) **RYG ONLY Red Fail Option.** The MMU shall provide the capability to exclude the Walk inputs from the Red Fail fault detection algorithm when operating in the Type 12 mode. When the option is selected, the absence of signals on the Green, Yellow, and Red field outputs of a channel will place the MMU unit into the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the RED FAIL fault.
- b) **LED Signal Threshold Adjust.** The MMU shall provide the capability to sense field inputs signals with the following thresholds:

Conflict, Dual Indication Low Threshold Signal Inputs (Green, Yellow, and Red)

No Detect	less than 15 Vrms
Detect	greater than 25 Vrms

Red Fail High Threshold Signal Inputs (Green, Yellow, and Red)

No Detect	less than 50 Vrms
Detect	greater than 70 Vrms

- c) **CVM LOG Disable Option**  
The MMU shall provide a means to disable the logging of CVM fault events.

### (4) Display Functions

The following display functions shall be provided in addition to those required by the NEMA TS-2 Standard Section 4. A PC shall not be required to display the following parameters.

- a) **Field Signal Voltages Display.** A mode shall be provided to display the RMS voltage of each field signal input. If the MMU is not in the fault mode, the displayed voltage will be the currently applied RMS voltage. If the MMU is in the fault mode, the displayed voltage will be the applied RMS voltage at the time of the fault.
- b) **Cabinet Control Signal Voltages Display.** A mode shall be provided to display the RMS voltage of the AC Line and Red Enable, the frequency of the AC Line, and the ambient temperature measured at the MMU. If the MMU is not in the fault mode, the displayed values will be the currently applied values. If the MMU is in the fault mode, the displayed values will be the applied values at the time of the fault.
- c) **Field Check Status Display.** When the MMU is in the fault mode, a display screen for the front panel display shall be provided to identify all field signal inputs with Field Check status.
- d) **Recurrent Pulse Status Display.** When the MMU is in the fault mode, a display screen for the front panel display shall be provided to identify all field signal inputs with Recurrent Pulse status.
- e) **Configuration Display.** A display mode for the front panel display shall be provided that allows the setting and viewing of all MMU configuration parameters. The configuration parameters provided on the program card shall be viewable only. A PC shall not be required to completely program or view the MMU configuration parameters.
- f) **Event Logs Display.** A display mode for the front panel display shall be provided to review all details of the Previous Fail log, AC Line log, and the Monitor Reset log.
- g) **Clock Set Display.** A display mode for the front panel display shall be provided to view and set the time and date of the MMU real time clock.

##### (5) Operating Modes

The MMU shall operate in both the Type 12 mode and Type 16 mode as required by the NEMA Standard.

- a) **Help System** A context sensitive Help system shall be provided that is activated by a separate Help button. The Main Status display shall respond with text messages relevant to the position in the menu navigation level. When the MMU is in the fault mode the Help system shall respond with the Diagnostic mode described in 0.



- b) **Setup Wizard** A built-in setup mode shall be provided that automatically configures the Dual Indication enable, Field Check enable, Red Fail enable, and Minimum Yellow Plus Red Clearance enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, etc) responses.
- c) **Diagnostic Wizard** A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction. The Diagnostic Wizard shall be automatically invoked when the MMU is in the fault mode and the HELP button is pressed. It shall also be automatically invoked when the MMU is in the Previous Fail (PF) event log display and the HELP button is pressed.
- d) **TS-1 Type 12 With SDLC Mode** The MMU shall be capable of operating in the Type 12 mode with SDLC communications enabled on Port 1. The Channel Status display shall operate in the Type 12 configuration and provide the field check function for up to four pedestrian Walk inputs.

## (6) Hardware

### a) Enclosure

- i. **Size.** The MMU shall be compact so as to fit in limited cabinet space. It shall be possible to install on a shelf that is at least 7" deep. Overall dimensions, including mating connectors and harness, shall not exceed 10.5" x 4.5" x 11" (H x W x D).
- ii. **Material.** The enclosure shall be constructed of sheet aluminum with a minimum thickness of 0.062", and shall be finished with an attractive and durable protective coating. Model, serial number, and program information shall be permanently displayed on the top surface.

### b) Electronics

- i. **Microprocesor Monitor.** A microprocessor shall be used for all timing and control functions. Continuing operation of the microprocessor shall be verified by an independent monitor circuit, which shall force the OUTPUT RELAY to the de-energized "fault" state and illuminate the DIAGNOSTIC indicator if a pulse is not received from the microprocessor within a defined period not to exceed 500 ms. Only an MMU Power Failure shall reset the DIAGNOSTIC fault state of the monitor.

- ii. **RMS Voltage Measurement** . High speed sampling techniques shall be used to determine the true RMS value of the AC field inputs. Each AC input shall be sampled at least 32 times per line cycle. The RMS voltage measurement shall be insensitive to phase, frequency, and waveform distortion.
- iii. **Sockets.** In the interest of reliability, no IC sockets shall be used.
- iv. **Battery.** All user programmed configuration settings shall be stored in an electrically erasable programmable read-only memory (EEPROM). Designs using a battery to maintain configuration data shall not be acceptable. If a battery is used, it shall provide power only to the real time clock.
- v. **Field Input Terminals.** All 120 VAC field terminal inputs shall provide an input impedance of at least 150K ohms and be terminated with a discrete resistor having a power dissipation rating of 0.5 Watts or greater.
- vi. **Component Temperature Range.** All electrical components used in the MMU except the front panel Status LCD shall be rated by the component manufacturer to operate over the full NEMA temperature range of -34oC to +74oC.
- vii. **Printed Circuit Boards** All printed circuit boards shall meet the requirements of the NEMA Standard plus the following requirements to enhance reliability:
  - (1) All plated-through holes and exposed circuit traces shall be plated with solder.
  - (2) Both sides of the printed circuit board shall be covered with a solder mask material.
  - (3) The circuit reference designation for all components and the polarity of all capacitors and diodes shall be clearly marked adjacent to the component. Pin #1 for all integrated circuit packages shall be designated on both sides of all printed circuit boards.
  - (4) All printed circuit board assemblies shall be coated on both sides with a clear moisture-proof and fungus-proof sealant.

c) **Front Panel and Connectors**

- i. **MMU Status Display** four line by 20 character alpha-numeric LCD display shall be provided to report MMU status, time and date, menu navigation, etc. This display shall be separate from the full intersection channel status display.
- ii. **Full Intersection Channel Status Display** A separate Red, Yellow, and Green indicator shall be provided for the channel status LCD display for each channel to show full intersection status simultaneously. For Type 12 mode operation a separate Red, Yellow, Green and Walk indicator shall be provided for each channel to show full intersection status simultaneously. Individual icons shall also be provided to indicate channels involved in a fault.
- iii. **LED Display Indicators** The following LED display indicators shall be provided:
  - (1) **Power Indicator** The green POWER indicator shall flash at a rate of 2Hz when the AC LINE voltage is below the drop out level. It shall illuminate steadily when the AC LINE voltage returns above the restore level. It shall extinguish when the AC Line voltage is less than 75 Vrms.
  - (2) **Fault Indicator** The red FAULT indicator shall illuminate when the MMU is in the fault mode and the OUTPUT relay has transferred to the Fault position.
  - (3) **Port 1 Receive Indicator.** The yellow RECEIVE indicator shall illuminate for a 40 msec pulse each time a Port 1 message is correctly received from the Controller Unit.
  - (4) **Port 1 Transmit Indicator.** The yellow TRANSMIT indicator shall illuminate for a 40 msec pulse each time a Port 1 message is transmitted from the MMU.
  - (5) **EIA-232 Receive Indicator.** The yellow COMM indicator shall illuminate for a 40 msec pulse each time a message is correctly received on the EIA-232 port.
  - (6) **Diagnostic Indicator.** The red DIAGNOSTIC indicator shall illuminate when the MMU has detected an internal diagnostic failure.
- iv. **Controls** All displays, controls, and connectors shall be mounted on the front panel of the MMU.

(1) **Help Button.** A momentary contact button shall be provided the initiates the context sensitive help system described in 0.

- v. **MS Connectors.** The MS connectors on the MMU shall have a metallic shell and be attached to the chassis internally. The connectors shall be mounted on the front of the unit in accordance to the following: Connector A shall intermate with a MS 3116 22-55 SZ, and Connector B shall intermate with a MS 3116 16-26 S.

In the interest of reliability and repair ability, printed circuit board mounted MS connectors shall not be acceptable. Internal MS harness wire shall be a minimum of AWG #22, 19 strands.

- vi. **EIA-232 Port.** The EIA-232 port shall be electrically isolated from the MMU electronics using optical couplers and shall provide a minimum of 2500 Vrms isolation. The connector shall be an AMP 9721A or equivalent 9 pin metal shell D subminiature type with female contacts. Pin assignments shall be as shown in the following table:

<u>PIN</u>	<u>FUNCTION</u>
1	DCD*
2	TX DATA
3	RX DATA
4	DTR (Data Terminal Ready)
5	SIGNAL GROUND
6	DSR*
7	DSR*
8	CTS*
9	NC

\*Jumper options shall be provided to allow the connection of Pin #4 to be made with Pin #7, and the connection of Pin #8 to be made with Pin #1 and or Pin #6.

- d) **Monitor Configuration Parameters.** All Nema standard configuration parameters shall be provided by a program card meeting the requirements of clause 4.3.6 of Nema TS-2. All configuration parameters for functions and options beyond the requirements of the standard shall be stored in non-volatile memory within the MMU. This memory shall be programmable from the front panel menu driven interface, data downloaded via the EIA-232 port, or loaded from shadow memory located on the program card (see 0).
- e) **Program Card Memory.** The program card supplied with the MMU shall provide non-volatile memory that contains the configuration parameters for the enhanced features of the MMU, such that transferring the program card to a different MMU completely configures that MMU. The non-volatile memory device used on the program card shall not utilize any I/O pins designated as "Reserved" by Nema TS-2.

## (7) Event Logging Functions

- a) **General.** The MMU shall be capable of storing in non-volatile memory a minimum of 100 events. Each event shall be marked with the time and date of the event. These events shall consist of fault events, AC Line events, reset events, and configuration change events. The capability to assign a four digit identification number and 30 character description to the unit shall be provided. The event logs shall be uploaded to a PC using the serial port of the MMU and Windows based software provided by the manufacturer.

Each event log report shall contain the following information:

- i. Monitor ID#: a four digit (0000-9999) ID number and 30 character description assigned to the monitor.
- ii. Time and Date: time and date of occurrence.
- iii. Event Number: identifies the record number in the log. Event #1 is the most recent event.

### b) Reports

- i. **Monitor Status Report (CS)** The Current Status report shall contain the following information:

- (1) Fault Type: the fault type description.

- (2) Field Status: the current GYR(W) field status and field RMS voltages if the monitor is not in the fault state, or the latched field status and field RMS voltages and fault channel status at the time of the fault.

- (3) Cabinet Temperature: the current temperature if the monitor is not in the fault state, or the latched temperature at the time of the fault.

- (4) C Line Voltage: the current AC Line voltage and frequency if the monitor is not in the fault state, or the AC Line voltage and frequency at the time of the fault.

- (5) Control Input Status: the current state and RMS voltages of the Red Enable input and Load Switch Flash bit input if the monitor is not in the fault state, or the status latched at the time of the fault.

- ii. **Previous Fault Log (PF)** The Previous Fault log shall contain the following information:

- (1) Fault Type: the fault type description.

- (2) Field Status: the latched field status with RMS voltages, fault channel status, RP Detect status and Field Check status at the time of the fault.

- (3) Cabinet Temperature: the latched temperature at the time of the fault.
  - (4) AC Line Voltage: the AC Line voltage and frequency at the time of the fault.
  - (5) Control Input Status: the latched state of the Red Enable input at the time of the fault.
- iii. **AC Line Event Log (AC)** The AC Line log shall contain the following information:
- (1) Event Type: describes the type of AC Line event that occurred.
    - Power-up** - AC on, monitor performed a cold start
    - Interrupt** - AC Line < Brownout level
    - Restore** - AC restored from AC brown-out or AC interruption (AC Off), no cold start
  - (2) AC Line Voltage: the AC Line voltage and frequency at the time of the event.
- iv. **Monitor Reset Log (MR)**  
The Monitor Reset log shall contain the following information:
- (1) The monitor was reset from a fault by the front panel Reset button, or External Reset input, or a non-latched event clear.
- v. **Configuration Change Log (CF)**  
The Configuration Change log shall contain the following information:
- (1) The status of all configuration programming including the contents of the Program Card.
  - (2) Any configuration programming inputs such as 24V Inhibit, Port 1 Disable, Type Select.
  - (3) Configuration Check Value: A unique check value that is based on the configuration of items #a and #b above.
- The log shall also indicate which items have been changed since the last log entry.

vi. **Signal Sequence Log (SSQ)**

A minimum of five logs shall be provided that graphically display all field signal states and Red Enable for up to 30 seconds prior to the current fault trigger event. The resolution of the display shall be at least 50 milliseconds.

c) **Remote Monitor Configuration**

- i. **Setup Wizard.** A setup mode shall be provided by the Windows based software that automatically configures the Dual Indication enable, Field Check enable, Red Fail enable, and Minimum Yellow Plus Red Clearance enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, etc) responses.
- ii. **Upload From File.** All configuration parameters for functions and options beyond the requirements of the standard shall be programmable by transferring a file from a PC to the MMU via the front panel EIA-232 port. These parameters shall be stored in nonvolatile memory in the MMU.
- iii. **Download to File.** All configuration parameters for functions and options beyond the requirements of the standard shall be downloadable to a PC by transferring a file from the MMU to a PC via the front panel EIA-232 port.

**C. Cabinet and Cabinet Equipment**

- (1) Each controller shall be furnished completely housed in a door-in-door ground mounted metal cabinet that meets the requirements for a TS2 Type 2 traffic control cabinet assembly. The cabinet assembly shall meet, as a minimum, all applicable sections of the NEMA Standard Publication No. TS2-1992. Where differences occur, this specification shall govern.
- (2) Each eight phase cabinet shall consist of a size P cabinet capable of being base mounted, type three configuration main panel, 8 position (16 loop) detector rack, and auxiliary equipment as defined this specification.
- (3) Cabinet Construction

Each cabinet shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inches.

Each cabinet shall be designed and manufactured with materials that will allow rigid mounting, whether intended for pole, base or pedestal mounting. The cabinet must not flex on its mount.

A rain channel shall be incorporated into the design of the main door opening to prevent liquids from entering the enclosure. Each cabinet door opening must be a minimum of 80 percent of the front surface of the cabinet. A stiffener plate shall be welded across the inside of the main door to prevent flexing.

The top of each cabinet shall incorporate a 1-inch slope toward the rear to prevent rain accumulation.

Each cabinet shall be supplied with a natural aluminum finish unless otherwise noted. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blowholes and other irregularities. All sharp edges shall be ground smooth.

All seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet.

All cabinets shall be supplied with two easily removable shelves manufactured from 5052-H32 aluminum. Shelves shall be a minimum of 10 inches deep.

The shelf shall have horizontal slots at the rear and vertical slots at the front of the turned down side flange. The shelf shall be installed by first inserting the rear edge of the shelf on the cabinet rear sidewall mounting studs, then lowering the shelf on the front sidewall mounting studs. The shelf shall be held in place by a nylon tie-wrap inserted through holes on the front edge of the shelf and around the front sidewall mounting studs.

The front edge of the upper shelf shall have holes punched every 6 inches to accommodate tie wrapping of cables/harnesses.

One set of vertical "C" channels shall be mounted on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring-mounted nuts or studs. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinets. Sidewall rail spacing shall be 7.88 inches center-to-center. Rear wall rail spacing shall be 18.50 inches center-to-center. (Size 5 and 6 cabinets) or 7.88 inches in size 3 cabinets. The rails shall be mounted to the cabinet with bolts (pressed into plates welded to interior of cabinet) to form a modular assembly.

The main door and police door-in-door shall close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inches thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.250 inches thick by 0.500 inches wide. The gaskets shall be permanently bonded to the cabinet.



The lower section of the cabinet door shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient airflow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for 3R ventilated enclosures. A non-corrosive, vermin- and insect-proof, removable air filter shall be secured to the air entrance. The filter shall fit snugly against the cabinet door wall.

The roof of the cabinet shall incorporate an exhaust plenum with a vent screen. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

The main door hinge shall be a one-piece, continuous piano hinge with a stainless steel pin running the entire length of the door. The hinge shall be attached in such a manner that no rivets or bolts are exposed.

The main door of a size 5 or larger cabinet shall include a mechanism capable of holding the door open at approximately 90, 125, and 150 degrees under windy conditions. Manual placement of the mechanism shall not be required by the field technician. The main door of a size 3 cabinet shall include a mechanism capable of holding the door open at approximately 90 and 150 degrees under windy conditions.

The main door shall be equipped with a Corbin tumbler lock number 1548-1. Two keys shall be supplied.

The police door-in-door shall be provided with a treasury type lock Corbin No. R357SGS or exact equivalent and one key.

All cabinet inside and outside surfaces shall be primed with phosphate treatment and primer. After priming, all exterior surfaces shall receive a minimum of 2 coats of rust resistant enamel that matches the existing cabinet exterior color and interior surfaces shall be furnished with rust resistant high gloss white enamel.

Each cabinet shall be of sufficient size to accommodate all equipment. At a minimum, the minimal cabinet size is as follows:

- Size P cabinet - 56" H x 44" W x 27.5" D

#### **Terminals and Facilities/Main Panel Design and Construction**

The main panel shall be constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and formed so as to minimize any flexing when plug-in components are installed.

All position main panels shall be hinged at the bottom to allow easy access to all wiring on the rear of the panel.

The main panel shall be fully wired in the following configuration:

Type 3 Configuration - Twelve load switch sockets, six flash transfer relay sockets, one flasher socket and two main panel BIU rack slots.

All load switch and flash transfer relay socket reference designators shall be silk-screen labeled on the front and rear of the main panel to match drawing designations. Socket pins shall be marked for reference on the rear.

Up to eight load switch sockets may be positioned horizontally or stacked in two rows on the main panel. Main panels requiring more than eight load switch sockets shall be mounted in two horizontal rows.

All load switches shall be supported by a bracket extending at least half the length of the load switch.

Rack style mounting shall be provided to accommodate the required BIUs per the configuration listed in section 3.3 above. A dual-row, 64 pin female DIN 41612 Type B connector shall be provided for each BIU rack position. Card guides shall be provided for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the main panel. Detector rack BIU mounting shall be an integral part of the detector rack.

All BIU rack connectors shall have pre-wired address pins corresponding to the requirements of the TS2 specification. The address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

The 12- load switch position main panels shall have all field wires contained on two rows of horizontally mounted terminal blocks. The upper row shall be wired for the pedestrian and overlap field terminations. The lower row shall be reserved for phase one through phase eight vehicle field terminations.

All field output circuits shall be terminated on a barrier type terminal block with a minimum rating of 60 amps.

All field input/output (I/O) terminals shall be identified by permanent alphanumerical labels. All labels shall use standard nomenclature per the NEMA TS2 specification.

All field flash sequence programming shall be accomplished at the field terminals with the use of a screwdriver only.

Field terminal blocks shall be wired to use four positions per vehicle or overlap phase (green, yellow, red, flash). It shall not be necessary to de-bus field terminal blocks for flash programming.

It shall also be possible to program which flasher circuit the phase shall be connected to.

The main panel shall contain at least one flasher socket (silk screen labeled) capable of operating a 15 amp, 2 pole, NEMA solid state flasher. The flasher shall be supported by a bracket that extends at least half its length.

One RC network shall be wired in parallel with each group of three flash-transfer relays and any other relay coils.

All logic-level, NEMA-controller and Malfunction Management Unit input and output terminations on the main panel shall be permanently labeled. Cabinet prints shall identify the function of each terminal position.

At a minimum, two 20-position terminal blocks shall be provided at the top of the main panel to provide access to the controller unit's programmable and non-programmable I/O. Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum.

All main panel wiring shall conform to the following wire size:

Green/Walk load switch output	- 14 gauge
Yellow load switch output	- 14 gauge
Red/Don't Walk load switch output	- 14 gauge
MMU (other than AC power)	- 22 gauge
Controller I/O	- 22 gauge
AC Line (power panel	
to main panel,(1 for each 4 LS)	- 10 gauge
AC Line (main panel)	- 14 gauge
AC Neutral (power panel	
to main panel)	- 10 gauge
Earth ground (power panel)	- 8 gauge
Logic ground	- 22 gauge
Flash programming	- flasher terminal
	- 14 gauge
	- field terminal
	- 14 gauge

All wiring, 14 AWG and smaller, shall conform to MIL W 16878/1, type B/N, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation with clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall have UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation and clear nylon jacketed.

All controller and Malfunction Management Unit cables shall be of sufficient length to allow the units to be placed on either shelf or the outside top of the cabinet in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. The use of exposed tie-wraps or interwoven cables are unacceptable.

All cabinet configurations shall be provided with enough RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15 pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications.

All main panels shall be pre-wired for a Type-16 Malfunction Management Unit.

Provide necessary terminal for video detection.

All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

All control cables shall be protected by a nylon jacket or equivalent protection to prevent any contact with cabinet metal shelves, doors and any other sharp corners.

All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on type clamps are not acceptable.

The grounding system in the cabinet shall be divided into three separate circuits (AC Neutral, Earth Ground, and Logic Ground). These ground circuits shall be connected together at a single point as outlined in the NEMA TS2 Standard.

All pedestrian pushbutton inputs from the field to the controller shall be opto-isolated through the BIU and operate at 12 VAC.

All wire (size 16 AWG or smaller) at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

### **Power Panel Design and Construction**

The power panel shall consist of a separate, wholly enclosed module, securely fastened to the right sidewall of the cabinet. The power panel shall be wired to provide the necessary power to the cabinet, controller, Malfunction Management Unit, cabinet power supply and auxiliary equipment.

### **Auxiliary Cabinet Equipment**

The cabinet shall be provided with a thermostatically controlled (adjustable between 80-150 degrees Fahrenheit) ventilation fan in the top of the cabinet plenum. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute. The fan unit shall not crack, creep,

warp or have bearing failure within a 7 year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant.

A 25-watt incandescent lamp shall be included. The lamp shall be wired to a door activated switch mounted near the top of the door.

Provide a 15 amp circuit breaker for auxiliary equipment, 20 amp circuit breaker for street lights and a non-GFI outlet for additional equipment.

Provide a single photocell and contactor for all street lighting powered from the traffic signal cabinet.

Install all additional control units in cabinet per plans. Control units include, but are not limited to: emergency vehicle preemption control device including card rack and video detection processor.

Provide a sealable print pouch shall be mounted to the door of the cabinet. The pouch shall be of sufficient size to accommodate one complete set of cabinet prints.

Provide two sets of complete and accurate cabinet drawings shall be supplied with each cabinet.

Provide one set of manuals for each controller supplied.

### **Vehicle Detection**

A vehicle detector amplifier rack shall be provided in each cabinet. Detector racks shall be in the following configuration and shall support up to 16 channels of loop detection and up to 3 BIUs.

Each cabinet shall contain detector interface panels for the purpose of connecting field loops and vehicle detector amplifiers. The panels shall be manufactured from FR4 G10 fiberglass, 0.062 inches thick, with a minimum of 2 oz. of copper for all traces.

One 16-position interface panel shall be provided for each 16 channel rack. The interface panel shall be secured to a mounting plate and attached to the left sidewall of the cabinet.

Each interface panel shall allow for the connection of eight or sixteen independent field loops. A ground bus terminal shall be provided between each loop pair terminal to provide a termination for the loop lead-in cable ground wire.

Lightning protection device mounting holes shall be provided to accommodate an Edco SRA-16C, or Edco SRA-6, or Edco LCA-6, or a varistor lightning protection device. Lightning protection devices shall not be provided.

A cable consisting of 20 AWG twisted pair wires shall be provided to enable connection to and from the panel to a detector rack. The twisted pair wires shall be color-coded red and white wires.

All termination points shall be identified by a unique number and silk screened on the panel.

Each detector rack shall be powered by the cabinet power supply (refer to section 9.6 of this specification).

### **Cabinet Test Switches and Police Panel**

A test switch panel shall be mounted on the inside of the main door. The test switch panel shall provide the following:

- (1) **Auto/Flash Switch.** When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash.
- (2) **Stop Time Switch.** When applied, the controller shall be stop timed in the current interval.
- (3) **Control Equipment Power On/Off.** This switch shall control the controller, MMU, and cabinet power supply AC power.

The police door switch panel shall contain the following:

- (1) **Signals On/Off Switch.** In the OFF position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. When in the OFF position, the MMU shall not conflict or require reset.
- (2) **Flash/Normal Switch.** In the flash position, power shall not be removed from the controller and stop time shall be applied.

All toggle type switches shall be heavy duty and rated 15 amps minimum. Single- or double-pole switches may be provided, as required.

Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.

All switch functions must be permanently and clearly labeled.

All wire routed to the police door-in-door and test switch pushbutton panel shall be adequately protected against damage from repetitive opening and closing of the main door.

All test switch panel wiring shall be connected to the main panel via a multiple pin type connector.

## **Auxiliary Devices**

### Load Switches

Load switches shall be solid state and shall conform to the requirements of Section 6.2 of the NEMA TS2 Standard.

Load switches shall be dedicated per phase. The use of load switches for other partial phases is not acceptable.

### Flashers

The flasher shall be solid state and shall conform to the requirements of section 6.3 of the NEMA TS2 Standard.

### Flash Transfer Relays

All flash transfer relays shall meet the requirements of Section 6.4 of the NEMA TS2 Standard.

The coil of the flash transfer relay must be deenergized for flash operation.

### Bus Interface Units

All Bus Interface Units (BIUs) shall meet the requirements of Section 8 of the NEMA TS2 Standard.

The full complement of Bus Interface Units shall be supplied with each cabinet to allow for maximum phase and function utilization for which the cabinet is designed. BIU's shall be from the same manufacturer as the controller manufacturer used by the city.

Each Bus Interface Unit shall include power on, transmit and valid data indicators. All indicators shall be LEDs.

### Cabinet Power Supply

The cabinet power supply shall meet the requirements of Section 5.3.5 of the NEMA TS2 Standard.

The cabinet power supply shall provide LED indicators for the line frequency, 12 VDC, 12 VAC, and 24 VDC outputs.

The cabinet power supply shall provide (on the front panel) jack plugs for access to the +24 VDC for test purposes.

One cabinet power supply shall be supplied with each cabinet assembly.

**D. Equipment List and Drawings.** Detailed shop drawings of the control cabinet, equipment layout drawings and wiring diagrams of all equipment installed in the controller cabinet shall be submitted to the city for approval. Two sets of cabinet wiring diagrams shall be contained in a heavy duty clear plastic envelope mounted on the inside of the front door.

At the time of delivery, the contractor shall furnish one set of instruction manuals and an itemized price list for each type of equipment, their subassemblies, and their replacement parts. The instruction book shall include the following information: a) Table of Contents, b) operating procedure, c) step-by-step maintenance and troubleshooting information for the entire assembly, d) circuit wiring diagrams, e) pictorial diagrams of parts locations, f) parts numbers, and g) theory of operation. The instructional manuals shall include itemized parts lists. The itemized parts lists shall include the manufacturer's name and parts number for all components (such as IC's, diodes, switches, relays, etc.) used in each piece of equipment. The list shall include cross references to parts numbers of other manufacturers who make the same replacement parts.

**E. Supplier Warranty**

- (1) The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description. The following documents shall also be provided:
  - a) A warranty statement which stipulates that equipment to be supplied shall be warranted for two years from the date of purchase.
  - b) Operations manuals.
  - c) Maintenance manuals.
  - d) Schematic diagrams.
  - e) Component and equipment locations within the cabinet.
- (2) If a malfunction in the controller unit, or its auxiliary equipment occurs during the warranty period, the supplier shall, within 24 hours after notification (excluding Saturday and Sunday), furnish a like controller unit module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction during the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the city shall then return the spare component to the supplier.
- (3) Controller Operation. Consistent with customary trade practices, the manufacturer shall furnish a warranty for all electrical or mechanical equipment described herein. The contractor shall turn such warranty over to the owner for potential dealing with the guarantor.



If the contractor is the guarantor, he specifically waives the requirements of Section 289.14(2), Wisconsin Statutes, and agrees as a condition of the contract that the owner may maintain an action against him at any time during the warranty period for recovery of damages which the city may have sustained by reason of the failure of the contractor to comply with the provisions of the warranty provided to the owner.

- (4) During the installation and testing of the controller, the contractor shall provide, at his own expense, a competent representative to oversee, direct and manage the installation and testing of the controller. In the final stages of the installation and testing, the manufacturer's representative shall be available at the job site for consultation until such time as the controller operation is tested and accepted.

If a malfunction in the controller unit or its auxiliary equipment occurs during the warranty period, the supplier shall, within 24 hours after notification (excluding Saturday and Sunday), furnish a like controller unit, module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction and the repair and/or replacement of any device within the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the city shall return the spare component to the supplier.

**F Measurement**

The department will measure Traffic Signal Cabinet and Controller (Location) as a complete lump sum unit of work, acceptably completed.

**G Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Traffic Signal Cabinet and Controller	Each

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

**57. Emergency Vehicle Preemption System S. 76th Street and W. Greenfield Avenue, Item SPV.0105.03.**

**A Description**

This work shall consist of furnishing and installing an Emergency Vehicle Preemption (EVP) System at a single intersection, as shown on the plans and as hereinafter provided.

## **B Materials and Construction**

The Emergency Vehicle Preemption System shall include Opticom discriminator Model 454, Model 711 detectors, and Model 138 detector cable. This equipment shall be furnished and installed by the contractor. The discriminator shall be mounted in a card rack.

Detectors shall be mounted on the signal poles or pole extensions as shown on the plans. The traffic signal poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the engineer.

In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to 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 detector cable splices from the detector assembly to the controller terminations.

The EVP detector cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. The contractor will perform all terminations inside the cabinet.

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

## **C Measurement**

The department will measure Emergency Vehicle Preemption System (Location) as a lump sum unit of work for emergency vehicle preemption system, acceptably completed.

## **D Payment**

Emergency Vehicle Preemption System will be paid for measured quantities at the contract lump sum price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Emergency Vehicle Preemption System, S. 76 <sup>th</sup> Street and W. Greenfield Avenue	LS

Payment is full compensation for furnishing and installing all equipment, cabling, necessary additional items, and for testing and setting up the system.

**58. Traffic Signal Controller, Cabinet and Video Detection Training, Item SPV0105.04.**

**A Description**

This work shall consist of providing training and instruction relating to the operation, maintenance, and programming of the new traffic signal controller, cabinet, and video detection system installed with Project 2160-14-70.

**B Materials**

Provide all software manuals, documentation, CD's, etc. to the City of West Allis. Provide operations and maintenance manuals for all training participants, up to a maximum of twenty. Electronic operation and maintenance manuals are sufficient.

**C Construction**

Provide a competent representative capable of instructing the operators of the equipment in (a) theory of application and operation; (b) electronic circuitry; and (c) hands-on trouble shooting of the equipment. Conduct instruction and training at the job site or other approved location and furnish an equivalent model of the programming unit to assist in teaching the operators in theory, assembly, operation, and maintenance. Provide a minimum 8-hour training session to be scheduled with the City of West Allis Engineering Department.

**D Measurement**

The department will measure Traffic Signal Controller, Cabinet, and Video Detection Training 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.0105.04	Traffic Signal Controller, Cabinet, and Video Detection Training	LS

Payment is full compensation for furnishing the instructor, programming unit model, all software manuals, documentation, CD's, and operations and maintenance manuals; and for providing training.

**59. Traffic Signal Controller Programming S. 76<sup>th</sup> Street and W. Greenfield Ave., Item SPV.0105.05.**

**A Description**






This special provision describes the required traffic signal controller programming necessary to update the intersection phasing and timing. Specific timing plans are shown below.

**B (Vacant)**

### C Construction

Program the traffic signal timings into the new traffic signal controller as shown in the following table:

**TRAFFIC SIGNAL TIMING**  
**S. 76<sup>th</sup> Street and W. Greenfield Avenue**

	 NORTHBOUND THROUGH	 EASTBOUND THROUGH	 NORTHBOUND LT	 SOUTHBOUND THROUGH	 WESTBOUND THROUGH
<b>Phase</b>	2	4	5	6	8
<b>Minimum Green</b>	12	10	6	12	10
<b>Maximum Green</b>	45	45	20	45	45
<b>Yellow</b>	4.2	4.2	3.5	4.2	4.2
<b>All-Red</b>	1.4	1.4	1.0	1.4	1.4
<b>Walk</b>	5.0	5.0	--	5.0	5.0
<b>Flashing Don't Walk</b>	20.0	28.0	--	20.0	28.0
<b>Recall Mode</b>	Max	Max	None	Max	Max
<b>Block Times</b>					
<b>Dial 1/Split 1</b>	48.0	42.0	15.0	33.0	42.0
<b>Dial 2/Split 1</b>	45.0	45.0	15.0	30.0	45.0
<b>Dial 3/Split 1</b>	40.0	50.0	12.0	28.0	50.0

Coordination Mode: Auto

Coordinated Phases: 4+8

Cycle Length:

    Dial 1/Split 1 – 90.0 (M-F 6:00AM-9:00AM)

    Dial 2/Split 1 – 90.0 (M-F 3:00PM-6:00PM)

    Dial 3/Split 1 – 90.0 (M-F 12:00AM-6:00AM, 9:00AM-3:00PM, 6:00PM-12:00AM)  
    (Sat and Sun 12:00AM-12:00AM)

Contact the City of West Allis if additional timing inputs are needed to make the traffic signal controller fully functional.

### D Measurement

The department will measure Traffic Signal Controller Programming as a single lump sum unit of work for each intersection, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Traffic Signal Controller Programming, S. 76 <sup>th</sup> Street and W. Greenfield Avenue	LS

Payment is full compensation for controller programming and timing modifications needed to accommodate fully functional traffic signal operation, as shown in the sequence of operations plan.

## **60. Furnish and Install Video Vehicle Detection System S. 76<sup>th</sup> Street and W. Greenfield Ave., Item SPV.0105.06.**

### **A Description**

Furnish and install a Vantage Edge2 or approved equal video traffic detection system meeting the following minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic. In addition, install incidental items that are necessary to make the video detection system complete from the traffic signal controller to the most remote unit.

### **B Materials and Construction**

#### **1. System Components**

##### **1.1 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.

##### **1.2 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.

#### **2. Functional Capabilities**

##### **2.1 Available System Configuration**

- a. 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.

- b. 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.

**Table 1. VDS Configuration**

<b>Description</b>	<b>No. Video Inputs</b>	<b>No. Video Outputs</b>	<b>Mounting Configuration</b>	<b>Power Supply Requirements</b>
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

- c. An option to have wireless video transmission between the camera sensor and VDP shall also be available from the VDS manufacturer.
- d. Wired camera systems shall be able to transmit NTSC or PAL video signals, with minimal degradation, up to 1000 feet under ideal conditions.
- e. 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.

## 2.2 System Interfaces

The following interfaces shall be provided for each of the configurations identified in Table 1.

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. Contact Closure Output : Open collector contact closure outputs shall be provided. Four (4) 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.
- f. 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 (4) LEDs. Rack-mounted extension modules shall have two (2) or four (4) LEDs to indicate detection.
- g. 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.

### 2.3 General System Functions

- a. 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.
- b. 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.
- c. The VDP shall detect vehicles in real time as they travel across each detection zone.
- d. The VDP shall have an EIA232 port for communications with an external computer. The VDP EIA232 port shall be multi-drop capable.
- e. 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 Windows™-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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.



### 3. Vehicle Detection

- 3.1 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.
- 3.2 The VDP shall provide up to 24 open collector output channels per camera input using one or more extension modules.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.

- 3.10 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.
- 3.11 Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.
- 3.12 The VDP shall process the video input from each camera at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.
- 3.13 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.
- 3.14 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.
- 3.15 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.

#### 4. VDP Hardware

- 4.1 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 a 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.

#### 4.2 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.

#### 4.3 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.

#### 4.4 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.

#### 4.5 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.

#### 4.6 Mechanical

- a. 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, non-condensing as set forth in NEMA specifications.
- b. 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.
- c. 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.
- d. 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.

- e. 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.

## 5. Video Detection Camera

- 5.1 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.
- 5.2 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.
- 5.3 The imager luminance signal to noise ratio (S/N) shall be more than 50 dB.
- 5.4 The camera shall be digital signal processor (DSP) based and shall use a CCD 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.
- 5.5 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.
- 5.6 The camera shall utilize automatic white balance.
- 5.7 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.
- 5.8 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 3.8mm to 38.0 mm.

- 5.9 The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.
- 5.10 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.
- 5.11 The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.
- 5.12 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.
- 5.13 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 weigh less than 6 pounds when the camera and lens are mounted inside the enclosure.
- 5.14 The enclosure shall be design so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.
- 5.15 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.
- 5.16 The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.
- 5.17 The glass face shall also employ a special coating to minimize the buildup of environmental debris such as dirt and water.
- 5.18 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.
- 5.19 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.

- 5.20 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 should 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.
- 5.21 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.
- 5.22 The video signal shall be fully isolated from the camera enclosure and power cabling.

## 6. Installation

- 6.1 The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. BNC plug connectors should be used at both the camera and cabinet ends. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.
- 6.2 The power cabling shall be 16 AWG three conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The cabling shall comply with the National Electric Code, as well as local electrical codes. Cameras may acquire power from the luminaire if necessary.
- 6.3 The video detection camera shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

## 7. Limited Supplier Warranty

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

- 7.2 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.
- 7.3 During the warranty period, updates to VDP software shall be available from the supplier without charge.

## 8. Maintenance and Support

- 8.1 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.
- 8.2 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 onsite technical support services.
- 8.3 Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.

## C Measurement

The department will measure Furnish and Install Video Detection System (Location) as a single complete lump sum unit of work for each intersection, acceptably completed.

## D Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Furnish and Install Video Vehicle Detection System, S. 76 <sup>th</sup> Street and W. Greenfield Avenue	LS

Payment is full compensation for furnishing and installing VDP, cameras, cabling, mounting brackets, testing and set up.

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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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   1   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).



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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 1 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
  - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto: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*

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GFW SAMPLE MEMORANDUM

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**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

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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](mailto: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:*

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**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.

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**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 <sup>[1]</sup>
1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. <sup>[2]</sup>	\$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. <sup>[2]</sup>	\$1 million-combined single limits per occurrence.

<sup>[1]</sup> The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

<sup>[2]</sup> 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.

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**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.

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**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 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0

<sup>[1]</sup> 14.5 for E-3 mixes.

<sup>[2]</sup> 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 <sup>6</sup> (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 <sub>ini</sub>	6	7	7	8	8	9	8
Gyrations for N <sub>des</sub>	40	60	75	100	100	125	65
Gyrations for N <sub>max</sub>	60	75	115	160	160	205	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	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 <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 90.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	<= 89.0	<= 89.0	—
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 78 <sup>[4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	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

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

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

<sup>[3]</sup> For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

<sup>[4]</sup> For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

<sup>[5]</sup> 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 <sup>[1]</sup>	- 0.5	- 0.2

<sup>[1]</sup> 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.

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**Errata**

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*Make the following corrections to the 2014 edition of the standard specifications:*

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**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 1<sup>st</sup> Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.



**ADDITIONAL SPECIAL PROVISION 9**  
**Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://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.

**DECEMBER 2013**

**BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

**Effective with September 2004 Letting**

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

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

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

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

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

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

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

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

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

## **II. PAYROLL REQUIREMENTS**

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

## **III. POSTINGS AT THE SITE OF THE WORK**

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

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

## **IV. WAGE RATE REDISTRIBUTION**

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



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

## **V. ADDITIONAL CLASSIFICATIONS**

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

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

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

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

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
MILWAUKEE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 1, 2014

**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	35.80	16.87	52.67
Carpenter	33.68	19.81	53.49
Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	31.56	18.53	50.09
Future Increase(s): 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	32.82	22.61	55.43
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	16.00	3.33	19.33
Ironworker	30.51	23.23	53.74
Line Constructor (Electrical)	38.25	17.63	55.88
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	27.67	25.64	53.31
Roofer or Waterproofor	29.40	15.55	44.95
Teledata Technician or Installer	24.75	16.08	40.83
Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	15.07	45.67
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.04	11.74	32.78

**TRUCK DRIVERS**

Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	25.24	15.20	40.44
Articulated, Euclid, Dumptor, Off Road Material Hauler	29.27	20.40	49.67
Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add \$1.30/hr on 6/1/16); Add \$1.25/hr on 6/ 1/ 17.			
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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Pavement Marking Vehicle	25.24	15.20	40.44
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	25.24	15.20	40.44

**LABORERS**

General Laborer	26.06	19.43	45.49
Future Increase(s): Add \$1.60/hr on 6/1/2014.			
Premium Pay: Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	19.00	0.00	19.00
Landscaper	26.06	19.43	45.49
Future Increase(s): 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	22.55	19.43	41.98
Future Increase(s): 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)	17.69	15.50	33.19
Railroad Track Laborer	13.50	4.06	17.56

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>HEAVY EQUIPMENT OPERATORS</b>			
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm</a> .	36.72	20.40	57.12
Backhoe (Track Type) Having a Mfrg.'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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm</a> .	36.22	20.40	56.62
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 Mfrg.'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	35.72	20.40	56.12

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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& A- Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
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Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	35.46	20.40	55.86
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Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	35.17	20.40	55.57
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Fiber Optic Cable Equipment.	26.69	16.65	43.34
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Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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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.	38.80	20.17	58.97
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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.	34.50	20.04	54.54
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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.	34.50	20.04	54.54
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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
-----	\$-----	\$-----	\$-----

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: May 2, 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 .....	\$26.06.....	18.15	Truck Drivers:		
				1 & 2 Axles .....	23.82 .....	18.32
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer .....	26.21 .....	18.15	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	23.97 .....	18.32
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	26.41 .....	18.15			
Group 4:	Line and Grade Specialist .....	26.56 .....	18.15			
Group 5:	Blaster and Powderman .....	26.71 .....	18.15			
Group 6:	Flagperson traffic control person .....	22.55 .....	18.15			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	35.58.....	16.07
Carpenter .....	30.52.....	14.41
Piledriverman .....	27.25.....	19.46
Ironworker .....	30.52.....	23.47
Cement Mason/Concrete Finisher .....	30.69.....	17.53
Electrician .....	See Page 3	
Line Construction		
Lineman.....	39.50 .....	32% + 5.00
Heavy Equipment Operator .....	37.53 .....	32% + 5.00
Equipment Operator.....	31.60 .....	32% + 5.00
Heavy Groundman Driver.....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman.....	21.73 .....	32% + 5.00
Millwrights.....	26.32 .....	13.98
Painter, Brush.....	29.52 .....	20.04
Painter, Spray and Sandblaster .....	30.27 .....	20.04
Painter, Bridge .....	29.87 .....	20.04
Well Drilling:		
Well Driller .....	16.52 .....	3.70

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; Modification #1, dated February 7, 2014; Modification #2, dated March 14, 2014; Modification #3, dated May 2, 2014.



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: May 2, 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: May 2, 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: .....	28.50	28.75% + 9.27	Area 6 -	KENOSHA COUNTY
Area 5 .....	28.96	24.85% + 9.70		
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	20.45	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)			

**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:  
20140708014PROJECT(S):  
2160-14-70FEDERAL ID(S):  
WISC 2014265

CONTRACTOR : \_\_\_\_\_

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

## SECTION 0001 ROADWAY ITEMS

0010	201.0120 CLEARING	10.000 ID	.		.	
0020	201.0220 GRUBBING	10.000 ID	.		.	
0030	204.0100 REMOVING PAVEMENT	1,265.000 SY	.		.	
0040	204.0105 REMOVING PAVEMENT BUTT JOINTS	1,355.000 SY	.		.	
0050	204.0109.S REMOVING CONCRETE SURFACE PARTIAL DEPTH	112,300.000 SF	.		.	
0060	204.0115 REMOVING ASPHALTIC SURFACE BUTT JOINTS	35.000 SY	.		.	
0070	204.0120 REMOVING ASPHALTIC SURFACE MILLING	810.000 SY	.		.	
0080	204.0130 REMOVING CURB	1,930.000 LF	.		.	
0090	204.0150 REMOVING CURB & GUTTER	1,060.000 LF	.		.	
0100	204.0155 REMOVING CONCRETE SIDEWALK	1,040.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0110	204.0195 REMOVING CONCRETE BASES	3.000 EACH	.		.	
0120	204.0210 REMOVING MANHOLES	5.000 EACH	.		.	
0130	204.0215 REMOVING CATCH BASINS	17.000 EACH	.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 01. 12-INCH	42.000 LF	.		.	
0150	204.0245 REMOVING STORM SEWER (SIZE) 02. 18-INCH	693.000 LF	.		.	
0160	204.0245 REMOVING STORM SEWER (SIZE) 03. 36-INCH	67.000 LF	.		.	
0170	205.0100 EXCAVATION COMMON	820.000 CY	.		.	
0180	205.0501.S EXCAVATION, HAULING, AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	340.000 TON	.		.	
0190	211.0100 PREPARE FOUNDATION FOR ASPHALTIC PAVING (PROJECT) 01. 2160-14-70	LUMP	LUMP		.	
0200	213.0100 FINISHING ROADWAY (PROJECT) 01. 2160-14-70	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0210	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	1,235.000 TON	.		.	
0220	305.0130 BASE AGGREGATE DENSE 3-INCH	800.000 TON	.		.	
0230	320.0145 CONCRETE BASE 8-INCH	380.000 SY	.		.	
0240	340.0100 CRACKING AND SEATING	12,950.000 SY	.		.	
0250	390.0303 BASE PATCHING CONCRETE	2,900.000 SY	.		.	
0260	405.0100 COLORING CONCRETE RED	14.000 CY	.		.	
0270	415.0090 CONCRETE PAVEMENT 9-INCH	395.000 SY	.		.	
0280	416.0270 CONCRETE DRIVEWAY HES 7-INCH	130.000 SY	.		.	
0290	416.0610 DRILLED TIE BARS	2,630.000 EACH	.		.	
0300	455.0115 ASPHALTIC MATERIAL PG64-22	183.000 TON	.		.	
0310	455.0605 TACK COAT	900.000 GAL	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0320	460.1101 HMA PAVEMENT TYPE E-1	3,300.000 TON	.		.	
0330	460.2000 INCENTIVE DENSITY HMA PAVEMENT	2,120.000 DOL	1.00000		2120.00	
0340	465.0110 ASPHALTIC SURFACE PATCHING	16.000 TON	.		.	
0350	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	11.000 TON	.		.	
0360	465.0125 ASPHALTIC SURFACE TEMPORARY	37.000 TON	.		.	
0370	601.0110 CONCRETE CURB TYPE D	2,285.000 LF	.		.	
0380	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	120.000 LF	.		.	
0390	601.0600 CONCRETE CURB PEDESTRIAN	111.000 LF	.		.	
0400	602.0410 CONCRETE SIDEWALK 5-INCH	6,380.000 SF	.		.	
0410	602.0420 CONCRETE SIDEWALK 7-INCH	2,750.000 SF	.		.	
0420	602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW	328.000 SF	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
0430	608.0430 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 30-INCH	693.000 LF	.		.	
0440	608.0448 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 48-INCH	67.000 LF	.		.	
0450	608.0512 STORM SEWER PIPE REINFORCED CONCRETE CLASS V 12-INCH	42.000 LF	.		.	
0460	611.0410 RECONSTRUCTING CATCH BASINS	2.000 EACH	.		.	
0470	611.0420 RECONSTRUCTING MANHOLES	3.000 EACH	.		.	
0480	611.0530 MANHOLE COVERS TYPE J	15.000 EACH	.		.	
0490	611.0648 INLET COVERS TYPE R	27.000 EACH	.		.	
0500	611.2004 MANHOLES 4-FT DIAMETER	3.000 EACH	.		.	
0510	611.2005 MANHOLES 5-FT DIAMETER	1.000 EACH	.		.	
0520	611.2007 MANHOLES 7-FT DIAMETER	1.000 EACH	.		.	
0530	611.8105 ADJUSTING CATCH BASIN COVERS	29.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0540	611.8110 ADJUSTING MANHOLE COVERS	16.000 EACH	.		.	
0550	619.1000 MOBILIZATION	1.000 EACH	.		.	
0560	620.0300 CONCRETE MEDIAN SLOPED NOSE	60.000 SF	.		.	
0570	621.0100 LANDMARK REFERENCE MONUMENTS	2.000 EACH	.		.	
0580	623.0200 DUST CONTROL SURFACE TREATMENT	12,950.000 SY	.		.	
0590	625.0100 TOPSOIL	4,720.000 SY	.		.	
0600	627.0200 MULCHING	1,180.000 SY	.		.	
0610	628.1504 SILT FENCE	200.000 LF	.		.	
0620	628.1520 SILT FENCE MAINTENANCE	100.000 LF	.		.	
0630	628.1905 MOBILIZATIONS EROSION CONTROL	5.000 EACH	.		.	
0640	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	3.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0650	628.7005 INLET PROTECTION TYPE A	47.000 EACH	.		.	
0660	628.7015 INLET PROTECTION TYPE C	45.000 EACH	.		.	
0670	629.0210 FERTILIZER TYPE B	7.000 CWT	.		.	
0680	630.0140 SEEDING MIXTURE NO. 40	30.000 LB	.		.	
0690	631.0300 SOD WATER	150.000 MGAL	.		.	
0700	631.1000 SOD LAWN	4,720.000 SY	.		.	
0710	632.0101 TREES (SPECIES, ROOT, SIZE) 01. CHANTICLEER CALLERY PEAR B&B 1-3/4-INCH CAL	3.000 EACH	.		.	
0720	632.0101 TREES (SPECIES, ROOT, SIZE) 02. MUSASHINO ZELKOVA B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0730	632.0101 TREES (SPECIES, ROOT, SIZE) 03. CUMULUS SERVICEBERRY B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0740	632.0101 TREES (SPECIES, ROOT, SIZE) 04. IVORY SILK JAPANESE LILAC B&B 1-3/4-INCH CAL	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0750	632.0101 TREES (SPECIES, ROOT, SIZE) 05. FASTIGATE TULIP B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0760	632.0101 TREES (SPECIES, ROOT, SIZE) 06. SPRING SNOW CRABAPPLE B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0770	632.0101 TREES (SPECIES, ROOT, SIZE) 07. EXCLAMATION LONDON PLANETREE B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0780	632.0101 TREES (SPECIES, ROOT, SIZE) 08. STREET KEEPER HONEYLOCUST B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0790	632.0101 TREES (SPECIES, ROOT, SIZE) 09. DURA-HEAT RIVER BIRCH B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0800	632.0101 TREES (SPECIES, ROOT, SIZE) 10. PURPLE ROBE BLACK LOCUST B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0810	632.0101 TREES (SPECIES, ROOT, SIZE) 11. ESPRESSO KENTUCKY COFFEETREE B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0820	632.0101 TREES (SPECIES, ROOT, SIZE) 12. SKYMASTER ENGLISH OAK B&B 1-3/4-INCH CAL	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0830	632.0101 TREES (SPECIES, ROOT, SIZE) 13. WHITE SHIELD OSAGE ORANGE B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0840	632.0101 TREES (SPECIES, ROOT, SIZE) 14. ELIZABETH MAGNOLIA B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0850	632.0101 TREES (SPECIES, ROOT, SIZE) 15. SPLITLEAF LINDEN B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0860	632.0101 TREES (SPECIES, ROOT, SIZE) 16. PRINCETON SENTRY GINKGO B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0870	632.0101 TREES (SPECIES, ROOT, SIZE) 17. PRAIRIFIRE CRABAPPLE B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0880	632.0101 TREES (SPECIES, ROOT, SIZE) 18. TURKISH FILBERT B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0890	632.0101 TREES (SPECIES, ROOT, SIZE) 19. CORINTHIAN LITTLELEAF LINDEN B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0900	632.0101 TREES (SPECIES, ROOT, SIZE) 20. HOMESTEAD BUCKEYE B&B 1-3/4-INCH CAL	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0910	632.0101 TREES (SPECIES, ROOT, SIZE) 21. IRONWOOD B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0920	632.0101 TREES (SPECIES, ROOT, SIZE) 22. SURNBURST HONEYLOCUST B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0930	632.0101 TREES (SPECIES, ROOT, SIZE) 23. SUNSET BUCKEYE B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0940	632.0101 TREES (SPECIES, ROOT, SIZE) 24. FRONTIER HYBRID ELM B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0950	632.0101 TREES (SPECIES, ROOT, SIZE) 25. ROYAL RAINDROPS CRABAPPLE B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0960	632.0101 TREES (SPECIES, ROOT, SIZE) 26. AMERICAN LARCH B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
0970	632.0101 TREES (SPECIES, ROOT, SIZE) 27. PRAIRIE SENTINEL HACKBERRY B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
0980	632.0101 TREES (SPECIES, ROOT, SIZE) 28. HIS MAJESTY CORKTREE B&B 1-3/4-INCH CAL	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0990	632.0101 TREES (SPECIES, ROOT, SIZE) 29. RIVERSII BEECH B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
1000	632.0101 TREES (SPECIES, ROOT, SIZE) 30. EYESTOPPER CORKTREE B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
1010	632.0101 TREES (SPECIES, ROOT, SIZE) 31. COLUMNAR SARGENTS CHERRY B&B 1-3/4-INCH CAL	2.000 EACH	.		.	
1020	632.0101 TREES (SPECIES, ROOT, SIZE) 32. PURPLE LEAF CATALPA B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
1030	632.0101 TREES (SPECIES, ROOT, SIZE) 33. BLACK BIRCH B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
1040	632.0101 TREES (SPECIES, ROOT, SIZE) 34. NORTHERN CATALPA B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
1050	632.0101 TREES (SPECIES, ROOT, SIZE) 35. AMUR MAACKIA B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
1060	632.0101 TREES (SPECIES, ROOT, SIZE) 36. AMERICAN YELLOWWOOD B&B 1-3/4-INCH CAL	1.000 EACH	.		.	
1070	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	26.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1080	634.0816 POSTS TUBULAR STEEL 2X2-INCH X 16-FT	18.000 EACH	.		.	
1090	637.2210 SIGNS TYPE II REFLECTIVE H	140.000 SF	.		.	
1100	638.2102 MOVING SIGNS TYPE II	34.000 EACH	.		.	
1110	638.2602 REMOVING SIGNS TYPE II	21.000 EACH	.		.	
1120	638.3000 REMOVING SMALL SIGN SUPPORTS	17.000 EACH	.		.	
1130	638.4000 MOVING SMALL SIGN SUPPORTS	4.000 EACH	.		.	
1140	642.5001 FIELD OFFICE TYPE B	1.000 EACH	.		.	
1150	643.0100 TRAFFIC CONTROL (PROJECT) 01. 2160-14-70	1.000 EACH	.		.	
1160	643.0300 TRAFFIC CONTROL DRUMS	800.000 DAY	.		.	
1170	643.0410 TRAFFIC CONTROL BARRICADES TYPE II	580.000 DAY	.		.	
1180	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	2,877.000 DAY	.		.	



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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1190	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	6,150.000 DAY	.		.	
1200	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	200.000 DAY	.		.	
1210	643.0900 TRAFFIC CONTROL SIGNS	2,142.000 DAY	.		.	
1220	645.0140 GEOTEXTILE FABRIC TYPE SAS	760.000 SY	.		.	
1230	646.0600 REMOVING PAVEMENT MARKINGS	1,100.000 LF	.		.	
1240	646.0841.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 4-INCH	1,110.000 LF	.		.	
1250	646.0843.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 8-INCH	340.000 LF	.		.	
1260	646.0883.S PAVEMENT MARKING GROOVED WET REFLECTIVE TAPE 8-INCH	280.000 LF	.		.	
1270	647.0456 PAVEMENT MARKING CURB EPOXY	30.000 LF	.		.	
1280	647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1290	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	480.000 LF	.		.	
1300	650.4000 CONSTRUCTION STAKING STORM SEWER	26.000 EACH	.		.	
1310	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	3,541.000 LF	.		.	
1320	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	400.000 LF	.		.	
1330	650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE	2,740.000 LF	.		.	
1340	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 2160-14-70	LUMP	LUMP		.	
1350	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 2160-14-70	LUMP	LUMP		.	
1360	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	2,890.000 LF	.		.	
1370	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	180.000 LF	.		.	
1380	652.0615 CONDUIT SPECIAL 3-INCH	80.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1390	652.0700.S INSTALL CONDUIT INTO EXISTING ITEM	4.000 EACH	.		.	
1400	653.0135 PULL BOXES STEEL 24X36-INCH	2.000 EACH	.		.	
1410	653.0900 ADJUSTING PULL BOXES	11.000 EACH	.		.	
1420	653.0905 REMOVING PULL BOXES	1.000 EACH	.		.	
1430	654.0102 CONCRETE BASES TYPE 2	4.000 EACH	.		.	
1440	654.0105 CONCRETE BASES TYPE 5	16.000 EACH	.		.	
1450	654.0200 CONCRETE CONTROL CABINET BASES TYPE 6	1.000 EACH	.		.	
1460	655.0230 CABLE TRAFFIC SIGNAL 5-14 AWG	203.000 LF	.		.	
1470	655.0260 CABLE TRAFFIC SIGNAL 12-14 AWG	1,202.000 LF	.		.	
1480	655.0305 CABLE TYPE UF 2-12 AWG GROUNDED	899.000 LF	.		.	
1490	655.0515 ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	805.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1500	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	2,676.000 LF	.		.	
1510	655.0625 ELECTRICAL WIRE LIGHTING 6 AWG	12,610.000 LF	.		.	
1520	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. STREET LIGHTING (W MADISON STREET)	LUMP	LUMP		.	
1530	657.0100 PEDESTAL BASES	1.000 EACH	.		.	
1540	657.0305 POLES TYPE 2	1.000 EACH	.		.	
1550	658.0110 TRAFFIC SIGNAL FACE 3-12 INCH VERTICAL	12.000 EACH	.		.	
1560	658.0115 TRAFFIC SIGNAL FACE 4-12 INCH VERTICAL	2.000 EACH	.		.	
1570	658.0215 BACKPLATES SIGNAL FACE 3 SECTION 12-INCH	12.000 EACH	.		.	
1580	658.0220 BACKPLATES SIGNAL FACE 4 SECTION 12-INCH	2.000 EACH	.		.	
1590	658.0412 PEDESTRIAN SIGNAL FACE 12-INCH	8.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1600	658.0600 LED MODULES 12-INCH RED BALL	12.000 EACH	.		.	
1610	658.0605 LED MODULES 12-INCH YELLOW BALL	12.000 EACH	.		.	
1620	658.0610 LED MODULES 12-INCH GREEN BALL	11.000 EACH	.		.	
1630	658.0615 LED MODULES 12-INCH RED ARROW	2.000 EACH	.		.	
1640	658.0620 LED MODULES 12-INCH YELLOW ARROW	4.000 EACH	.		.	
1650	658.0625 LED MODULES 12-INCH GREEN ARROW	3.000 EACH	.		.	
1660	658.0660 LED MODULES COUNTDOWN TIMER 12-INCH	8.000 EACH	.		.	
1670	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 01. S. 76TH STREET & W. GREENFIELD AVE.	LUMP	LUMP		.	
1680	690.0250 SAWING CONCRETE	9,890.000 LF	.		.	
1690	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	500.000 DOL	1.00000		500.00	

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			DOLLARS	CTS	DOLLARS	CTS
1700	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	150.000 HRS	5.00000		750.00	
1710	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	200.000 HRS	5.00000		1000.00	
1720	SPV.0060 SPECIAL 01. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS, TYPE 2	6.000 EACH		.		.
1730	SPV.0060 SPECIAL 02. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC WORDS	4.000 EACH		.		.
1740	SPV.0060 SPECIAL 03. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC SYMBOLS BIKE SHARED LANE	23.000 EACH		.		.
1750	SPV.0060 SPECIAL 04. REMOVING AND SALVAGING LIGHT POLES, LUMINAIRES, AND ARMS	1.000 EACH		.		.
1760	SPV.0060 SPECIAL 05. INSTALL CITY-FURNISHED LIGHT POLE, LUMINAIRE & ARM	1.000 EACH		.		.
1770	SPV.0060 SPECIAL 06. CONCRETE BASE TYPE 9, MODIFIED	1.000 EACH		.		.
1780	SPV.0060 SPECIAL 07. CATCH BASIN SPECIAL	16.000 EACH		.		.

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			DOLLARS	CTS	DOLLARS	CTS
1790	SPV.0060 SPECIAL 08. WATERMAIN ALTERATION 12-INCH	1.000 EACH	.		.	
1800	SPV.0060 SPECIAL 09. CIRCUIT BREAKER PANEL AND PHOTO CONTROL SYSTEM	1.000 EACH	.		.	
1810	SPV.0060 SPECIAL 10. LIGHTING CONTROL CABINET TYPE 3060	1.000 EACH	.		.	
1820	SPV.0060 SPECIAL 11. LIGHT UNITS SINGLE	1.000 EACH	.		.	
1830	SPV.0060 SPECIAL 12. LIGHT UNITS TWIN	15.000 EACH	.		.	
1840	SPV.0060 SPECIAL 13. LUMINAIRES UTILITY LED CATEGORY A	1.000 EACH	.		.	
1850	SPV.0060 SPECIAL 14. LUMINAIRES UTILITY LED CATEGORY A BRONZE	30.000 EACH	.		.	
1860	SPV.0060 SPECIAL 15. CONSTRUCTION STAKING CURB RAMPS	41.000 EACH	.		.	
1870	SPV.0060 SPECIAL 16. ADJUST SANITARY MANHOLE COVERS	8.000 EACH	.		.	
1880	SPV.0060 SPECIAL 17. ADJUST WATER VALVE BOX	16.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1890	SPV.0060 SPECIAL 18. REMOVE AND REINSTALL EXISTING LIGHT POLE LUMINAIRE AND ARM	2.000 EACH	.		.	
1900	SPV.0090 SPECIAL 01. CONCRETE CURB & GUTTER 26-INCH	1,425.000 LF	.		.	
1910	SPV.0090 SPECIAL 02. TREE ROOT SAWING	300.000 LF	.		.	
1920	SPV.0090 SPECIAL 03. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC CROSSWALK 6-INCH	2,030.000 LF	.		.	
1930	SPV.0090 SPECIAL 04. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC STOP LINE 18-INCH	140.000 LF	.		.	
1940	SPV.0090 SPECIAL 05. SERIES CIRCUIT POWER CABLE	255.000 LF	.		.	
1950	SPV.0105 SPECIAL 01. REMOVE TRAFFIC SIGNALS S. 76TH STREET & W. GREENFIELD AVE.	LUMP	LUMP		.	
1960	SPV.0105 SPECIAL 02. TRAFFIC SIGNAL CABINET & CONTROLLER S. 76TH STREET & W. GREENFIELD AVE.	LUMP	LUMP		.	
1970	SPV.0105 SPECIAL 03. EMERGENCY VEHICLE PREEMPTION SYSTEM S. 76TH STREET & W. GREENFIELD AVE.	LUMP	LUMP		.	



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			DOLLARS	CTS	DOLLARS	CTS
1980	SPV.0105 SPECIAL 04. TRAFFIC SIGNAL CONTROLLER, CABINET & VIDEO DETECTION TRAINING	LUMP	LUMP			.
1990	SPV.0105 SPECIAL 05. TRAFFIC SIG CONTROLLER PROGRAMMING S. 76TH ST & W. GREENFIELD AVE.	LUMP	LUMP			.
2000	SPV.0105 SPECIAL 06. FURNISH & INSTALL VIDEO DETECTION SY SYSTEM S 76TH ST & W. GREENFIELD AVE.	LUMP	LUMP			.
	SECTION 0001 TOTAL					.
	TOTAL BID					.



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**