

HIGHWAY WORK PROPOSALProposal Number: **36**Wisconsin Department of Transportation
DT1502 10/2010 s.66.29(7) Wis. Stats.

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dunn	7220-01-71	WISC 2015 150	City of Menomonie, Broadway Street 24 th Avenue to 11 th Avenue	STH 25
Dunn	7600-02-70		City of Menomonie, Stout Road Red Cedar Street Intersection	USH12
Dunn	7600-02-71	WISC 2015 151	City of Meonomonie, Broadway Street Tainter Street ot Wolske Bay Road	USH 12

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 10, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 2, 2015	<div style="text-align: center;"> <h1>SAMPLE</h1> <h2>NOT FOR BIDDING PURPOSES</h2> </div>
Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;">13%</div>	
This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

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

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Projects 7220-01-71, City of Menomonie, Broadway Street, 24th Avenue to 11th Avenue, STH 25; 7600-02-70, City of Menomonie, Stout Road, Red Cedar Street Intersection, USH 12; and 7600-02-71, City of Menomonie, Broadway Street, Tainter Street to Wolske Bay Road, USH 12 in Dunn 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, 2015 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.
100-005 (20140630)

2. Scope of Work.

The work under this contract shall consist of grading, storm sewer, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, permanent signing, traffic signals, pavement marking, beam guard, traffic control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.
104-005 (20090901)

3. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Be advised that there may be multiple mobilizations to complete construction operations. No additional payment will be made, by the department, for additional mobilizations.

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

Submit traffic signal material certifications to the engineer as soon as possible. Place signal equipment orders with sufficient advance notice to provide operating traffic signals at the Red Cedar Street intersection by the timelines noted in this article.

Contractor Coordination

Hold progress meetings once a week for Projects 7220-01-71, 7600-02-70 and 7600-02-71. 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 are to attend and provide a written schedule of the next week(s)' operations. Include begin and end dates of specific prime and subcontractor work operations including lane closures and traffic switches. Invite utilities and City of Menomonie representatives to attend the progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, utility conflicts and relocation 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.

Work Restrictions

STH 25 / 24th Avenue to 11th Avenue (Project 7220-01-71)

- Do not begin work on STH 25 prior to May 11, 2015.
- Do not close crosswalk access at 21st Avenue prior to June 1, 2015.
- Do not begin Stage 1 work on STH 25 prior to June 1, 2015.
- Complete all contract work for this project 7220-01-71 prior to 12:01 AM, September 4, 2015.
- Do not perform partial depth concrete pavement removal until base patching is complete
- Do not allow traffic on milled concrete pavement surface prior to constructing the HMA overlay final surface

If the contractor fails to complete the work necessary to complete all work prior to 12:01 AM, September 4, 2015, the department will assess the contractor \$1,435 in interim liquidated damages for each calendar day contract work remains incomplete beyond 12:01 AM, September 4, 2015. An entire calendar day will be charged for any period of time within a calendar day that work remains incomplete beyond 12:01 AM, September 4, 2015.

USH 12 / Red Cedar Street Intersection (Project ID 7600-02-70)

- Complete roadway work for this project ID within 35 calendar days.

- Requirements include completing all work within 35 calendar days of starting work with the exception of installing above-ground traffic signal items; and stop bars and crosswalks on USH 12. Above-ground traffic signal items and USH 12 stop bars and crosswalks may be completed beyond the 35 calendar days but complete prior to the contract completion date; with the intersection operating under two-way stop control.

If the contractor fails to complete all work under this project within 35 calendar days, the department will assess the contractor \$1,435 in interim liquidated damages per each calendar day that the work is not completed.

USH 12 / Tainter Street to Wolske Bay Road (Project 7600-02-71)

- Install USH 12 alternate route detour signing prior to restricting traffic from two lanes per direction.
- Do not restrict access to the Stokke Trail crossing of USH 12 at any time.
- Complete all contract work for this project within 75 calendar days.

If the contractor fails to reopen the intersection of USH 12/STH 25 and Wolske Bay Road / Meadow Lane to full access within ten calendar days from the initial restriction to right-in/right-out access, the department will assess the contractor \$1,435 in interim liquidated damages per each calendar day that the work is not completed.

If the contractor fails to complete all work under this project within 75 calendar days, the department will assess the contractor \$1,435 in interim liquidated damages per each calendar day that the work is not completed.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

4. Traffic.

General

The following is a general overview of the traffic control and staging required throughout all stages of the project. There are work restriction requirements described further in the “Prosecution and Progress” article in these special provisions.

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

Submit a detailed traffic control plan to the engineer for approval if different than the traffic control plan provided in the plan set. Submit this plan ten days prior to the pre-construction conference.

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.

All roadways will remain open to through traffic at all times for the duration of this project except where noted below and in the Prosecution and Progress article of these special provisions.

Traffic operations during all stages (All Projects)

- Maintain one lane of traffic in each direction for all sideroads except as noted in the plans.
- Maintain mainline traffic on USH 12 and STH 25 on a paved concrete or hot mix asphalt surface at all times.
- Maintain a minimum lane width of 11-feet on USH 12 and STH 25 (13-foot minimum clear width when restricted to one lane) and a minimum lane width of 10-feet on all other roads during daytime non-flagging operations.

Traffic operations during construction:

STH 25 / 24th Avenue to 11th Avenue (Project 7220-01-71)

Stage 1A:

- Construction operations
 - Spot sanitary sewer and water main upgrades
 - Temporary asphaltic surface
- Traffic operations
 - Traffic shifts at localized work zones with 10' min. lanes or flagging operations during off peak hours (9:00 AM to 3:00 PM)
 - 21st Avenue (east side) closed at STH 25 – one week maximum
 - 14th Avenue (west side) closed at STH 25 – one week maximum

Stage 1:

- Construction operations
 - Base patching, inlets, HMA pavement and improve pedestrian accommodations on the east side of STH 25
- Traffic operations
 - Shift traffic to west side of STH 25, one 11' lane in each direction
 - Close access to STH 25 from (east side) at 20th, 22nd and 23rd Avenue for duration of stage
 - Traffic signals at 13th and 21st Avenue converted to all way stop
 - Close 13th and 21st Avenue (east side) at STH 25 – one week maximum
 - Close 17th and 24th Avenue (east side) at STH 25 not at the same time as 13th and 21st Avenue – one week maximum

Stage 2:

- Construction operations
 - Base patching, and HMA pavement in the middle section of STH 25
- Traffic operations
 - Shift traffic to outside lanes of STH 25, one 11' lane in each direction
 - Cross traffic not allowed except at 13th, 17th, 21st and 24th Avenue
 - Traffic signals at 13th and 21st Avenue remain as a four way stop
 - Limit 13th and 21st Avenue to right-in right-out at STH 25 – one week maximum

- Limit 17th and 24th Avenue to right-in right-out at STH 25 not at the same time as 13th and 21st Avenue – one week maximum

Stage 3:

- Construction operations
 - Base patching, inlets, HMA pavement and improve pedestrian accommodations on the west side of STH 25
- Traffic operations
 - Shift traffic to east side of STH 25, one 11' lane in each direction
 - Close access to STH 25 from (west side) at 12th, 14th, 15th and 16th Avenue for duration of stage
 - Traffic signals at 13th and 21st Avenue remain as a four way stop
 - Close 13th and 21st Avenue (west side) at STH 25 – one week maximum
 - Close 17th and 24th Avenue (west side) at STH 25 not at the same time as 13th and 21st Avenue – one week maximum

USH 12 / Red Cedar Street Intersection (Project 7600-02-70)

Stage 1:

- Construction operations
 - Install traffic signals, construct concrete pavement, inlets, curb and gutter and sidewalk on the north and south halves of USH 12/STH 29 and Red Cedar Street intersection
- Traffic operations
 - Westbound and eastbound outside lane closures on USH 12/STH 29
 - No turns allowed at Red Cedar Street from USH 12/STH 29
 - Close Red Cedar Street

Stage 2:

- Construction operations
 - Install traffic signals, construct median noses and sidewalk at the median of USH 12/STH 29 and Red Cedar Street intersection
- Traffic operations
 - Westbound and eastbound median lane closures on USH 12/STH 29
 - No turns allowed at Red Cedar Street from USH 12/STH 29
 - Red Cedar Street to remain closed

USH 12 / Tainter Street to Wolske Bay Road (Project 7600-02-71)

Stage 1:

- Construction operations
 - Concrete pavement repair/replacement median lanes
 - Temporary crossover construction at Station 208+00
- Traffic operations
 - Traffic on existing lanes
 - Median lane closures on STH 25 north bound and south bound

- Traffic signal at Wolske Bay Road and STH 25 deactivated. Converted to stop conditions at side roads and no control for STH 25 traffic with no left turns allowed
- Wolske Bay Road and Meadow Hill Road limited to right-in right-out

Stage 2:

- Construction operations
 - Concrete pavement repair/replacement outside lanes
 - Temporary pavement widening will be constructed along south bound outside lanes Station 211+00 - 221+00
- Traffic operations
 - Traffic on existing lanes
 - Outside lane closures on STH 25 north bound and south bound
 - Traffic signal at Wolske Bay Road and STH 25 in operation. Signal timing adjustments may be implemented by the City of Menomonie during this stage and beyond
 - Night time concrete repairs required to maintain minimum lane width between the hours of 5:30 AM – 9:00 PM. Flagging operations required for night time construction

Stage 3:

- Construction operations
 - Concrete pavement and curb and gutter on the north bound lanes of STH 25
- Traffic operations
 - STH 25 traffic will be reduced to one lane in each direction between Wolske Bay Road and Tainter Street and shifted to existing south bound lanes and temporary pavement using crossovers
 - Tainter Street closed at STH 25 for duration of the stage

Stage 4:

- Construction operations
 - Concrete pavement, sidewalk, curb and gutter, beam guard upgrades and improve pedestrian accommodations on the south bound lanes of STH 25
- Traffic operations
 - Traffic switched to new northbound lanes with single lane in each direction on STH 25 northbound and southbound
 - Night time flagging of STH 25 traffic during concrete paving operation to maintain minimum lane width between the hours of 5:30 AM – 9:00 PM. South bound lane adjacent to work zone will be encroached when slip form paving south bound lanes. (anticipated flagging duration - 1 night)
 - Tainter Street closed at STH 25 for duration of the stage

Stage 5:

- Construction operations
 - Construct concrete median restoration in area of temporary crossover
- Traffic operations
 - Median lane closures in the vicinity of the temporary crossover removal
 - Tainter Street reopened at STH 25

Traffic Control Devices

Place roadway signing and roadway temporary or permanent pavement marking, and channelizing devices, in conformance with the plans and the Wisconsin Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Traffic control devices shall be completely in place by the end of the working day of a traffic switch.

Traffic Signals

Furnish and install bagging materials for traffic signals which are to be deactivated and converted to all way stops during construction. Coordinate traffic signal operational changes with the City of Menomonie when noted on the plans. Bagging and coordination shall be considered incidental to the bid item "Traffic Control Surveillance and Maintenance".

Property Access

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access to all driveways and parking lots where alternative access is not available shall remain open at all times. Concrete curb and gutter, concrete driveway, and concrete sidewalk construction shall be staged to maintain driveway access. Keep business entrances open by partial driveway construction or by closing only one access at a time for properties with multiple driveways. Combine temporary commercial entrances wherever practical to minimize the number of access locations.

Inform all adjacent property owners two weeks prior to modifying their access(es). Maintaining property access as described above is considered incidental to the Traffic Control (Project) bid item.

Advance Notification

Notify the City of Menomonie Police Department, Fire Department and Director of Public Works, Dunn County Sheriff's Department and Highway Commissioner, Wisconsin State Patrol, Menomonie Post Office, Local Menomonie newspaper 48 hours in advance of the start of work, closures of existing streets, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

During the school year, notify City of Menomonie School District and UW Stout two weeks prior to construction. Also notify them one week prior to traffic switches and lane closures.

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

Provide the engineer with a schedule of lane closures for the following week by noon on Thursday of the previous week. In addition, provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System:

Advance Notice: 14 Calendar Days

- New lane closures and ramp restrictions (with height, weight, or width restrictions [available width, all lanes in one direction <16ft])
- Full roadway or ramp closure
- Project start
- Construction stage changes
- Detours

Advance Notice: 3 Business Days

- Lane closures and ramp restrictions (without height, weight, or width restrictions [available width, all lanes in one direction >16ft])
- Extending all closure types

All lane and shoulder closures and duration are subject to the approval of the engineer based on operational needs and safety. Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Pedestrian Access

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 conveyor belt, 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.

When sidewalks are closed provide clear signage to direct pedestrians to an alternate pedestrian route. All temporary curb ramps shall meet the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and have a temporary detectable warning field.

Maintain pedestrian crosswalks at all times crossing STH 25, as shown on the traffic control plans, unless otherwise directed by the engineer. Temporary crosswalks 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 mud, sand, and construction debris. The Temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone.

Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify the Northwest Region Traffic Section at (715) 836-7276 three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northwest Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 25 and USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 22, 2015 to 6:00 AM Tuesday, May 26, 2015 for Memorial Day;
- From noon Friday, July 3, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- From noon Friday, September 4, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day.

107-005 (20050502)

Coordinate project activities with the City of Menomonie 2-weeks prior to the North Star bicycle festival and race, scheduled for early June 2015. The festival and start of the race will take place on the UW Stout campus and include a portion of the work zone on project 7220-01-71.

6. Utilities.

Project 7220-01-71

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

107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the engineer, when it becomes evident that a utility conflict could occur.

24-7 Telecom

24-7 Telecom has underground facilities within the project area that are not anticipated to be in conflict with project activities.

There is a utility facility within the project area that may require monitoring during construction. Contact the utility prior to beginning work to coordinate monitoring requirements at the following location:

- Underground fiber optic line crossing STH 25 at the south side of 13th Avenue (148+15) in the vicinity of sidewalk replacement and lowering. Contact the utility prior to beginning work to coordinate monitoring requirements.

The field contact is Brad Schmidtkecht, 5808 Old Mill Plaza, Eau Claire, WI 54703, (715) 231-2000.

Charter Communications

Charter Communications has overhead facilities within the project area that are in conflict with project activities.

The following utility facilities are planned to be relocated prior to construction at the following locations:

- XCEL Energy Electric pole at 125+10, RT (20th Avenue) with joint overhead Charter Communication cables will be relocated to the east to avoid conflicts with proposed sidewalk construction.
- XCEL Energy Electric pole at 134+90, RT (17th Avenue) with joint overhead Charter Communication cables will be relocated to the east to avoid conflicts with proposed sidewalk construction.

Charter Communications will be relocated prior to construction, anticipated completion date – May 1, 2015.

The field contact is Jamey Oldeen, 2304 South Main Street, Rice Lake, WI 54868, (715) 236-5005.

City of Menomonie

The City of Menomonie has underground street lighting, traffic signal, sanitary sewer and water main facilities within the project area. This project includes all street lighting, traffic signal, sanitary sewer and water main relocations and adjustments planned under category 0020 work items. The plans and miscellaneous quantities include specific locations of the City of Menomonie's work.

The field contact is Randy Eide, 800 Wilson Street, Menomonie, WI 54751, (715) 232-2207.

XCEL Energy Electrical (Distribution)

XCEL Energy Electrical has underground and overhead facilities within the project area that are in conflict with project activities.

The following utility facilities are planned to be relocated prior to construction at the following locations:

- XCEL Energy Electric pole at 125+10, RT (20th Avenue) with joint overhead Charter Communication cables will be relocated to the east to avoid conflicts with proposed sidewalk construction.
- XCEL Energy Electric pole at 134+90, RT (17th Avenue) with joint overhead Charter Communication cables will be relocated to the east to avoid conflicts with proposed sidewalk construction.

- XCEL Energy Electric pole with street light at 135+50, LT (17th Avenue) will be relocated to the north to avoid conflicts with proposed sidewalk and flashing beacon construction.

XCEL Energy Electric will be relocated prior to construction, anticipated completion date – May 1, 2015.

The field contact is Dawn Shultz, 1414 W Hamilton Avenue, Eau Claire, WI 54702, (715) 737-2574.

XCEL Energy Gas

XCEL Energy Gas has underground facilities within the project area that are in conflict with project activities.

There are utility facilities within the project area that may require monitoring during construction. Contact the utility prior to beginning work to coordinate monitoring requirements at the following locations:

- Underground gas line crossing STH 25 at the north side of 13th Avenue (148+58) in the vicinity of sidewalk replacement and lowering, and traffic signal base installation.
- Inlet replacement near existing gas line at Station 121+57, LT (21st Avenue).

The following utility facilities are planned to be adjusted during construction at the following locations:

- XCEL Energy gas valves at the locations listed below (located within the roadway surface) will adjusted vertically to final roadway grade. Coordinate with the utility to verify all locations of existing gas valves within the pavement and sidewalk construction limits; and to determine requirements for pavement removal adjacent to the gas valves, construction access and traffic control needs.
-
- Valve adjustments are anticipated to require less than one day to complete. Valves requiring adjustments:
 - 124+85, LT
 - 138+38, LT
 - 145+12, LT
 - 148+60, LT

The field contact is Dawn Shultz, 1414 W Hamilton Avenue, Eau Claire, WI 54702, (715) 737-2574.

AT&T Wisconsin

AT&T Wisconsin has underground facilities within the project area that are not anticipated to be in conflict with project activities.

There are utility facilities within the project area that may require monitoring during construction. Contact the utility prior to beginning work to coordinate monitoring requirements at the following locations:

- AT&T Wisconsin underground telecommunications line adjacent to proposed hydrant installation at Station 121+75, RT (21st Avenue).
- AT&T Wisconsin underground telecommunications line adjacent to proposed hydrant installation at Station 144+80, LT (14th Avenue).
- AT&T Wisconsin underground telecommunications line adjacent to proposed traffic signal base installation and sidewalk replacement and lowering at Station 148+58, LT (13th Avenue).
- AT&T Wisconsin underground telecommunications line and pedestal adjacent to proposed street light base installation and sidewalk replacement and lowering at Station 157+90, LT (10th Avenue).
- AT&T Wisconsin underground telecommunications lines throughout the project limits below proposed sidewalk replacement and lowering.

The field contact is Rick Podolak, 304 South Dewey Street – 4th Floor, Eau Claire, WI 54701, (715) 839-5565.

UW Stout Facilities

UW Stout Facilities has underground facilities within the project area that are in conflict with project activities.

The following utility facilities are planned to be adjusted during construction at the following locations:

- UW Stout Facilities electric (primary) and communications (signal) vault at Station 157+90, RT (10th Avenue). This existing vault lies just below the proposed sidewalk replacement and lowering. Two existing manhole castings will be impacted by project activities.
-
- Refer to the following coordination requirements for work within the area of the existing vault and castings:
- Contact UW Stout Facilities prior to the beginning of the project and a minimum of 2-weeks prior to starting work in the southwest corner of the 10th Avenue intersection to ensure adequate coordination timeframes are provided.
- Provide traffic control devices for prohibiting pedestrian access to the area once the vault is exposed; especially when the signal casting is removed. The existing signal casting shall not be removed, leaving the interior of the vault exposed unless construction activities are taking place. Secure the area at all times.
- Remove existing concrete sidewalk over the existing vault. The existing concrete sidewalk was poured directly on top of the vault with a bond break surface for separation.
- UW Stout (or designated contractor) will remove the existing signal casting and adjusting rings and set the casting to the proposed sidewalk grade. Coordinate activities to determine the new casting grade (based on sidewalk slopes). Casting adjustments are anticipated to require up to three days to fully complete.

- Provide a bond break material (incidental to project items) on top of the existing vault prior to pouring new concrete sidewalk.
- Pour new concrete sidewalk and concrete curb pedestrian without requiring adjustment to the existing primary casting.

The field contact is Mike McCluskey, University of Wisconsin-Stout, Physical Plant General Services Building 915 South Broadway, Menomonie, WI, 54751, (715) 232-1475.

Project 7600-02-70

This project does come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the engineer, when it becomes evident that a utility conflict could occur.

24-7 Telecom

24-7 Telecom has underground facilities within the project area that are not anticipated to be in conflict with project activities.

The field contact is Brad Schmidtkecht, 5808 Old Mill Plaza, Eau Claire, WI 54703, (715) 231-2000.

Charter Communications

Charter Communications has underground facilities within the project area that are not anticipated to be in conflict with project activities.

There is a utility facility within the project area that may require monitoring during construction. Contact the utility prior to beginning work to coordinate monitoring requirements at the following location:

- Underground fiber optic line crossing Red Cedar Street (11+00, LT) in the vicinity of inlet replacement. Contact the utility prior to beginning work to coordinate monitoring requirements.

The field contact is Jamey Oldeen, 2304 South Main Street, Rice Lake, WI 54868, (715) 236-5005.

City of Menomonie

The City of Menomonie has underground street lighting, traffic signal, sanitary sewer and water main facilities within the project area. This project includes all street lighting and

traffic signal work planned. The plans and miscellaneous quantities include specific locations of the City of Menomonie's street lighting and traffic signal work.

No conflicts are anticipated with the sanitary and water main facilities.

The field contact is Randy Eide, 800 Wilson Street, Menomonie, WI 54751, (715) 232-2207.

XCEL Energy Electrical (Distribution)

XCEL Energy Electrical has underground and overhead facilities within the project area that are not anticipated to be in conflict with project activities.

There is a utility facility within the project area that may require monitoring during construction. Contact the utility prior to beginning work to coordinate monitoring requirements at the following location:

- Underground electric line crossing USH 12 (46+90, RT) in the vicinity of inlet replacement. Contact the utility prior to beginning work to coordinate monitoring requirements.

XCEL Energy will also be requested to provide a new 120/240V, 100-Amp electrical service for the proposed traffic signal installation. Coordinate electrical service installation as part of project work items (on behalf of the City of Menomonie).

The field contact is Dawn Shultz, 1414 W Hamilton Avenue, Eau Claire, WI 54702, (715) 737-2574.

XCEL Energy Gas

XCEL Energy Gas has underground facilities within the project area that are not anticipated to be in conflict with project activities.

There is a utility facility within the project area that may require monitoring during construction. Contact the utility prior to beginning work to coordinate monitoring requirements at the following location:

- Underground gas line crossing Red Cedar Street (11+00, LT) in the vicinity of inlet replacement. Contact the utility prior to beginning work to coordinate monitoring requirements.

The field contact is Dawn Shultz, 1414 W Hamilton Avenue, Eau Claire, WI 54702, (715) 737-2574.

AT&T Wisconsin

AT&T Wisconsin has underground facilities within the project area that are not anticipated to be in conflict with project activities.

There is a utility facility within the project area that may require monitoring during construction. Contact the utility prior to beginning work to coordinate monitoring requirements at the following location:

- AT&T Wisconsin underground telecommunications line below a proposed traffic signal base installation at Station 47+10, LT. The plans call for a shallow spread-type footing to avoid conflicts with this existing line.

The field contact is Rick Podolak, 304 South Dewey Street – 4th Floor, Eau Claire, WI 54701, (715) 839-5565.

Project 7600-02-71

This project does come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the engineer, when it becomes evident that a utility conflict could occur.

24-7 Telecom

24-7 Telecom has underground facilities within the project area that are not anticipated to be in conflict with project activities.

The field contact is Brad Schmidtknecht, 5808 Old Mill Plaza, Eau Claire, WI 54703, (715) 231-2000.

Charter Communications

Charter Communications has overhead facilities within the project area that are in conflict with project activities.

The following utility facilities are planned to be relocated prior to construction at the following locations:

- XCEL Energy Electric pole at 211+90, LT with joint overhead Charter Communication cables will be relocated to the west to avoid conflicts with proposed temporary widening and beam guard installation.
- XCEL Energy Electric pole at 214+00, LT with joint overhead Charter Communication cables will be relocated to the west to avoid conflicts with proposed temporary widening and beam guard installation.
- XCEL Energy Electric pole at 216+65, LT with joint overhead Charter Communication cables will be relocated to the west to avoid conflicts with proposed temporary widening and beam guard installation.

Charter Communications will be relocated prior to construction, anticipated completion date – May 1, 2015.

The field contact is Jamey Oldeen, 2304 South Main Street, Rice Lake, WI 54868, (715) 236-5005.

City of Menomonie

The City of Menomonie has underground street lighting, traffic signal, sanitary sewer and water main facilities within the project area. This project includes all street lighting and traffic signal work planned. The plans and miscellaneous quantities include specific locations of the City of Menomonie's street lighting and traffic signal work.

No conflicts are anticipated with the sanitary and water main facilities.

The field contact is Randy Eide, 800 Wilson Street, Menomonie, WI 54751, (715) 232-2207.

XCEL Energy Electrical (Distribution)

XCEL Energy Electrical has underground and overhead facilities within the project area that are in conflict with project activities.

The following utility facilities are planned to be relocated prior to construction at the following locations:

- XCEL Energy Electric pole at 211+90, LT with joint overhead Charter Communication cables will be relocated to the west to avoid conflicts with proposed temporary widening and beam guard installation.
- XCEL Energy Electric pole at 214+00, LT with joint overhead Charter Communication cables will be relocated to the west to avoid conflicts with proposed temporary widening and beam guard installation.
- XCEL Energy Electric pole at 216+65, LT with joint overhead Charter Communication cables will be relocated to the west to avoid conflicts with proposed temporary widening and beam guard installation.

XCEL Energy Electric will be relocated prior to construction, anticipated completion date – May 1, 2015.

The field contact is Dawn Shultz, 1414 W Hamilton Avenue, Eau Claire, WI 54702, (715) 737-2574.

XCEL Energy Gas

XCEL Energy Gas has underground facilities within the project area that are not anticipated to be in conflict with project activities.

The field contact is Dawn Shultz, 1414 W Hamilton Avenue, Eau Claire, WI 54702, (715) 737-2574.

XCEL Energy Electrical (Transmission)

XCEL Energy Electrical (Transmission) has overhead facilities within the project area that are not anticipated to be in conflict with project activities.

The field contact is Dawn Shultz, 1414 W Hamilton Avenue, Eau Claire, WI 54702, (715) 737-2574.

AT&T Wisconsin

AT&T Wisconsin has underground facilities within the project area that are not anticipated to be in conflict with project activities.

The field contact is Rick Podolak, 304 South Dewey Street – 4th Floor, Eau Claire, WI 54701, (715) 839-5565.

7. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

The City of Menomonie personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and final acceptance of the sanitary sewer and water main construction will be by the City of Menomonie. Provide three working days minimum advanced notice to request inspection of sanitary and water main facilities.

105-001 (20061009)

8. Referenced Construction Specifications.

Construct the sanitary sewer and water main work conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

9. Sanitary and Storm Covers and Hydrants.

Existing hydrants, sanitary and storm sewer manhole covers, and inlet covers designated in the contract to be salvaged, abandoned, removed or no longer needed for the new system remain the property of the City of Menomonie. Stockpile item on-site and contact the City of Menomonie Street Department (715) 232-2302 for removal.

10. Connections to Existing Sewer and Water Mains.

Include the cost of connecting all new sewer and water mains and services to the existing sewer and water systems in the unit prices for the newer sewer and water bid items.

Connect to existing manholes, water main and services as shown on the plans or as described in sanitary sewer and water main bid items.

11. Sensitive Work Zones.

Areas of potential environmental, archeological, or historic significance have been identified along the project corridor outside of the roadway shoulder points.

Off the roadway locations utilized by the contractor and subcontractors for construction staging, material storage, equipment storage, and parking will be approved by the engineer at the pre-construction meeting or 10 days before the start of construction.

If items of environmental, archeological, or historic significance are encountered the contractor will stop work immediately. The engineer will be notified, Nick Schaff at (715) 836-2068 will be contracted, and requirements will be followed according to standard spec 107.

12. Notice to Contractor – Requirements for Work Within the Boundaries of Un-Cataloged Burial Site(s).

The limits of project ID 7600-02-71 include working within the boundaries of an Un-Cataloged Burial Sites. Requirements include the following:

- Notify the department a minimum of four weeks prior to starting work to arrange for an archaeologist to be present to monitor project-related ground-disturbing activities.
- The department will take measures to ensure the site is not used for borrow or waste disposal and the site area not currently capped by pavement should not be used for the staging of personnel, equipment and/or supplies.
- Three copies of monitoring report will be submitted by the archeologist to BTS-Cultural Resources as soon as ground disturbing activities have concluded.
- If human bone is discovered during construction, the department will cease work activities immediately and will contact the Wisconsin Historical Society for compliance with Wisconsin Statute 157.70 regarding the protection of human burial sites.

13. 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 7:30 PM until the following 6:00 AM, unless prior written approval is obtained from the engineer.

107-001 (20060512)

14. 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 one meeting per stage of construction thereafter.
108-060 (20030820)

15. Notice to Contractor - Traffic Signal Loop Installation in HMA Overlay Areas.

Project 7220-01-71 includes loop installation work at the 13th Avenue and 21st Avenue intersections. Coordinate the installation of loops in the existing concrete pavement in a manner that loop slots are not visible after HMA surface pavement is installed. Loop installation shall be conducted in the following sequence: 1) Removing concrete pavement partial depth. 2) Saw cut loop slots, remove curb and gutter and concrete sidewalk areas. 3) Install loops, seal slots, replace curb and gutter and concrete sidewalk. 4) Final HMA surface.

16. 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, 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
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)

17. 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 specs 301, 305, and 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.

(3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.

(4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:

1. Production and placement control and inspection.
2. Material sampling and testing.

(5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

A.2 Contractor Testing for Small Quantities

(1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.

(2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.

2. Divide the aggregate into uniformly sized sublots for testing as follows:

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

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

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

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

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

(3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

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

(2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

Materials Management Section

3502 Kinsman Boulevard

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 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.

- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

(1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

(2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:

1. One non-random test on the first day of placement.
2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

(3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.

(4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

(5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

(1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review

according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Reviewing required worksheets and control charts.
6. Requesting that testing personnel perform additional sampling and testing.

(2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

(2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

(3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

(1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.

(2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

18. Adjusting Manhole Covers.

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Revise standard spec 611.3.7 by deleting the last paragraph.

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

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

611-005 (20030820)

19. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary, acceptably completed in place, as units.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

611-006 (20030820)

20. Fence Safety, Item 616.0700.S.**A Description**

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

616-030 (20070510)

21. Removing Signs Type II.

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

Type II aluminum signs are the department's property. Return aluminum signs to the Northwest Region sign shop palletized for handling with a forklift. Northwest Eau Claire Sign Shop Coordinators Steve Allard (715) 855-7671 shall be notified at least 3 business days prior to delivery to coordinate shipment to be delivered to the Northwest Region Eau Claire Sign Shop at:

5009 Hwy 53 S
Eau Claire WI 54701

22. General Requirements for Electrical Work.

Amend standard spec 651.2, Materials, by adding the following paragraphs:

- (7) The approved products list is located at:
<http://www.dot.wisconsin.gov/business/engrserv/electric/index.htm>

23. Removing Hydrant, Item SPV.0060.01.**A Description**

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

B (Vacant)**C Construction**

Removed hydrants shall become the property of the City of Menomonie and stockpiled on-site. Contact the City of Menomonie Water Department at (715) 232-2395 for pick-up.

D Measurement

The department will measure Removing Hydrant as each individual removed hydrant assembly, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Removing Hydrant	Each

24. Hydrant, Item SPV.0060.02; Gate Valve 6-Inch, Item SPV.0060.03; Gate Valve 8-Inch, Item SPV.0060.04; Watermain Ductile Iron 6-Inch, Item SPV.0090.01; Watermain Ductile Iron 8-Inch, Item SPV.0090.02.

A Description

This section describes constructing hydrants, hydrant extensions, gate valves, and water main in accordance to the pertinent provisions of standard spec 607 and with the details and at the locations and grades shown on the plans.

A.1 Standards

1.01 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Standard Specifications: Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

B. Commercial Standards referred to in this Section of Specifications:

ASTM A 307-00	Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ASTM A 506-00	Specification for Steel, Sheet and Strip, Alloy, Hot-Rolled and Cold Rolled, Regular Quality and Structural Quality
ASTM A 575-96	Specification for Steel Bars, Carbon, Merchant Quality, M-Grades
AWWA C104-95	Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110-98	Ductile-Iron and Gray-Iron Fittings, 3 in. Through 48 in., for Water
AWWA C111-00	Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C115-98	Protective Fusion-Bonded Epoxy
AWWA C116-98	Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service
AWWA C151-96	Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
AWWA C153-00	Ductile-Iron Compact Fittings, 3 in. Through 64 in., for Water Service
AWWA C502-94	Dry-Barrel Fire Hydrants
AWWA C504-00	Rubber-Seated Butterfly Valves

AWWA C509-01	Resilient Seated Gate Valves for Water Supply Service
AWWA C512-99	Air-Release, Air/Vacuum, and Combination Air Valves for Waterworks Service
AWWA C515-01	Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
AWWA C550-01	Protective Epoxy Interior Coatings for Valves and Hydrants
AWWA C600-99	Installation of Ductile-Iron Water Mains and Their Appurtenances
AWWA C651-99	Standard for Disinfecting Water Mains

A.2 Submittals

Submit the following information:

1. Manufacturer's product literature, application and installation requirements and certification for materials used.
2. Temporary water service plan during installation.
3. Results of post installation testing.
4. Records drawings showing tees, bends, crosses, and plugs distanced to adjacent valve.

A.3 Quality Assurance

Manufacturers must be firms regularly engaged in manufacture of water materials of the types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

Installers must be firms with at least 2 years of successful installation experience on water projects similar to this project.

B Materials

B.1 Hydrants

Ductile iron with threaded male nozzle in accordance to requirements of "American National Standard Fire Hose Connection Screw Threads." Furnish with mechanical slip on joint.

Dry-barrel Fire Hydrants: Base valve type in accordance to requirements of AWWA C502 for minimum 5-1/4 inch valve and 7-1/2 feet bury. Traffic flange shall be a minimum of 22 inches below upper housing. Hydrants shall be Waterous Pacer WB67. Working pressure shall be a minimum of 150 psi. Valve opening direction shall be counter-clockwise, indicated by arrow and the word "Open" cast on dome. Nozzles shall be two 2-1/2 inch hose connections and one 4-1/2 inch pumper connection with caps and chains. Nozzle cap nut sizes and types shall match operating stem nut sizes and types. Hose nipples shall be bronze or non-corrosive. Operating stem nuts shall be 1-1/2 inches, from point to opposite flat, pentagon (5-sided) shaped.

Hydrant extension kit shall fit the existing Waterous Pacer hydrant.

B.2 Gate Valves

B.2.1 Resilient Wedge Gate Valves

Provide mechanical joint, nonrising stem type with 2 inch square operating nuts opening counter-clockwise in accordance to requirements of AWWA C509. Minimum of 150 psi working pressure unless otherwise indicated. Shall be American-Darling, Kennedy, Waterous, Mueller, U.S. Pipe, or approved equal.

B.2.2 Valve Boxes

Furnish 3-piece, adjustable, cast iron valve box having base, center section, and top section with cover marked "Water." Adjustable for 7 to 8 feet of cover. Provide valve box manufactured by Adaptor, Inc. or Power Seal to ensure valve box is centered on valves.

B.3 Water main Pipe and Fittings

B.3.1 Water main Pipe

Water main pipe shall be ductile iron pipe (DIP) in accordance to the requirements of AWWA C151. Minimum class shall be Class 52. DIP shall be cement mortar lined and seal coated in accordance to requirements of AWWA C104. Ductile iron pipe joints shall be push-on type with rubber gaskets in accordance to requirements of AWWA C151. Rubber gaskets shall be in accordance to requirements of AWWA C111. Provide straps or gaskets for electrical conductivity capable of carrying 600 amps. Use of wedges to achieve electrical conductivity is not allowed. Lead tipped gaskets are not allowed. All sizes reference inside diameter (ID).

B.3.2 Fittings

Fittings shall be ductile iron with mechanical or push-on type joints in accordance to requirements of AWWA C110 or C153. Shall be cement lined and seal coated in accordance to requirements of AWWA C104. Shall be manufactured by U.S. Pipe, Tyler, American, or approved equal. Restrained joints shall use mechanical joint DI retainer glands by Megalug or approved equal.

C Construction

C.1 General

Inspect materials before installation to detect apparent defects. Contractor shall mark defective materials with white paint so marks are clearly visible and promptly remove from site. Pipe and fittings shall be inspected for defects and, while suspended above grade, be rung with light hammer to detect cracks.

Handle and install all materials with suitable tools or equipment, to prevent damage to materials, coatings, and linings.

Backfill in conformance with standard spec 607.3.

Remove and relay pipe, hydrants, and valves that do not conform to planned line and grade as shown on plan at no expense to the department.

Maintain water service to the greatest extent reasonably possible using temporary water systems, appropriate staging of construction operations, and other City of Menomonie and engineer approved methods. Use additional measures to ensure service for water dependent users.

Coordinate water shut-offs with residents and the City of Menomonie Water Department. Provide a minimum of 24 hour notice to residents prior to shutting off their water. Unless pre-approved by the City of Menomonie and engineer, the maximum allowable duration of water service interruption to water utility customers is 4 hours. Customers to whom water service is critical, shall have service interruption limitations and accommodation needs determined on a case by case basis.

If a temporary water system is employed to maintain water service during construction, it shall meet the following requirements:

1. Size the temporary water system to provide sufficient flow rate and adequate pressure without leaks. Thoroughly clean and disinfect in accordance to the specifications immediately prior to its installation. Provide backflow preventers on temporary water system connections to source water.
2. Anchor or strap fittings and bends shall to prevent blow-off.
3. Install system such as to not be damaged by, or create a hazard for, vehicular and pedestrian traffic. Attach to fire hydrants in a manner that will allow removal with minimum effort in case of emergency.
4. City of Menomonie approval.

C.2 Water main Pipe

Pipe shall be installed in accordance to requirements of AWWA C600. Lay pipe bell ends facing in direction of laying. Deflection shall not exceed that recommended by manufacturer per joint and shall be approved by engineer.

Remove all lumps, blisters, and excess coal tar coatings from bell and spigot end of each pipe. Wire brush outside of spigot and inside of bell and wipe until clean, dry, and free from oil and grease before laying pipe. Paint joint and rubber gasket with soap solution prior to joining pipe.

Tighten bolts on mechanical joints in manner which provides even pressure on flange. Check torque with torque wrench if necessary. Applied torque shall be approximately 85 foot pounds.

Remove all foreign matter or dirt from inside of pipe before installation. A heavy, tightly woven canvas bag of suitable size may be required over each end of pipe until connection is made to adjacent pipe. Do not place debris, tools, clothing, or other materials in pipe.

When installing pipe in trench: Center spigot end in bell and force pipe home to correct line and grade. Secure pipe in place with approved backfill material tamped under it, except, at bell. Install pipe and fittings to allow sufficient and uniform space for joints.

Prevent dirt from entering joint space. Close open ends of pipe during non-working periods by watertight plug or other means. If water is in trench, maintain seal in place until trench is pumped completely dry. Do not lay pipe in water, or when in opinion of engineer, trench conditions are unsuitable.

When water main crosses sanitary sewer: Use a full length of pipe with ends located equidistant from sewer. Provide a minimum clearance of 6 inches when water main crossing over sanitary sewer main. Provide 18 inches of minimum clearance when water main crossing under sanitary sewer main.

Install gaskets and forms in accordance to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements. Restrain new fittings in locations being placed. See Restrained Pipe Length Chart for distance of restrained pipe to be installed at each fitting.

RESTRAINED/TIED PIPE LENGTH CHART								
Minimum Length Requiring Restraint in Feet (Bare Pipe)								
Fitting Type	6"	8"	10"	12"	16"	20"	24"	30"
11.25 degree bend	10	10	10	10	20	20	20	20
22.5 degree bend	10	10	10	15	20	20	35	40
45 degree bend	15	20	25	30	40	45	50	65
90 degree bend	20	20	25	40	60	80	80	120
Tee (side tied)	15	20	30	35	50	65	80	110
Stubs or dead ends	25	35	45	50	65	80	95	120
Cross with plugged branch	15	20	30	35	50	65	80	110
Valves at end of line	25	35	45	50	65	80	95	120
The above lengths (given in feet) represent the minimum length of pipe to be tied together in each required direction from the fitting described.								

C.4 Gate Valves

Install in accordance to the requirements of AWWA C600 and with manufacturer's instructions including valve box and adapter at all locations.

C.5 Hydrants

Install in accordance to requirements of AWWA C600 and with manufacturer's instructions; except as noted in the following: Thoroughly clean hydrants of dirt or other foreign material. Set hydrants so traffic flange is 3 to 4 inches above finished grade. Restrain hydrant and lead in accordance to Restrained Pipe Length Chart. In areas where water table is above

hydrant base, plug drain hole, install tag which reads "Pump After Each Use", note it on record plans, and notify engineer.

C.6 Testing

C.6.1 Leakage Test

Specified test pressure is 150 psi and time of test is one hour. Perform leakage test on all pipe as soon as possible after installation. Furnish all equipment and labor for test. Definition: Leakage is defined as quantity of water that must be supplied into newly laid pipe, or any valved section thereof, to maintain pressure of 145 psi after air in pipeline has been expelled and pipe has been filled with water. Allowable leakage: Leakage shall not be greater than calculated by following equation: $L = (S \cdot D \cdot \sqrt{P}) / 133200$ Where L = allowable leakage, in gallons per hour; S = length of pipeline tested; D = nominal diameter of pipe, in inches, and P = average test pressure during leakage test in psi. If any test of pipe laid discloses leakage greater than allowed by formula, then locate and repair defective material until leakage is within specified allowance. Repair any visible leaks regardless of amount of leakage.

C.6.2 Electrical Conductivity Test

Perform conductivity test including pipeline, valves, fittings, and hydrants within one week after completion of pressure testing of all ductile iron pipe water mains to establish that electrical thawing may be carried out in future. Conduct electrical test after backfilling and successful hydrostatic pressure test completion and while line is at normal operating pressure.

Test for electrical continuity and current capacity. Testing system sections of convenient length will be allowed if approved by engineer. Cables from power source to section of system under test should be of sufficient size to carry test current without overheating or excessive voltage drop. Sizes should be in range of 2/0 to 4/0 A.W.G. Sources of D.C. for tests shall be arc welding machines. Furnish all equipment subject to approval of engineer. When using arc welding machines, current control should be set at minimum before starting. After starting the machines, advance control until current indicated on ammeter is at desired test value. Caution: In case of open circuits at joints or connections, voltage across defective joint or connection will be in order of 50-100 volts.

Make connections for test at hydrants. Hydrants shall be in open position with caps on during test. Clamp cable to body of hydrant and not unto top nut. Note: After test, shut off hydrant and cap loosened to allow hydrant drainage. Tighten cap after drainage. Use hook-on type D.C. ammeter placed on one of cables leading to hydrant to measure current. Pass direct current of 350 amperes, + 10%, through the pipeline for 2 minutes. Measure current flow through pipe continuously on suitable ammeter and shall remain steady without interruption or excessive fluctuation throughout 2 minute test period. Insufficient current, intermittent current, or arcing that is indicated by large fluctuation of ammeter needle shall be evidence of defective contact in pipeline. Isolate cause and correct it. Retest section in which defective test occurred as unit and shall meet requirements.

C.6.3 Disinfection

Method: Use Calcium Hypochlorite Tablet Method in accordance to requirements of AWWA C651. One pound of commercial (70%) Calcium Hypochlorite to 1,680 gallons of water may be used in lieu of tablets. Isolate section being tested from remainder of system.

Testing: One sample will be required to test for presence of coliform bacteria for every 1,200 feet of new water main, at end of lines, and at each branch. Provide sampling tap and collect samples. The cost of testing is incidental to the item. Provide results of tests prior to making service connections.

C.6.4 Valves

Test all valves for proper operation, plumbness, and alignment in the presence of the Municipality's Utility Operator or engineer.

D Measurement

The department will measure Hydrant and Gate Valve (Inch) as each individual unit, acceptably completed.

The department will measure Water Main Ductile Iron (Inch) by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe, from the pipe end at a connection to existing to the center of the junction; or from center to center of junctions. The department will make no deduction from these measured lengths for intermediate junctions or fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Hydrant	Each
SPV.0060.03	Gate Valve 6-Inch	Each
SPV.0060.04	Gate Valve 8-Inch	Each
SPV.0090.01	Water main Ductile Iron 6-Inch	LF
SPV.0090.02	Water main Ductile Iron 8-Inch	LF

Payment for the Water bid items is full compensation for providing all materials, including all fittings, elbows, valve boxes, valve stem extensions, and connections required; for removing and disposing of any existing pipe, or valves interfering with the new construction; for furnishing all excavating, except rock excavation; for sheeting and shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for providing temporary service and/or water system; for testing; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; and for cleaning out and restoring the site of the work.

Work performed 1-foot or less below the pipe bottom to form a satisfactory foundation as specified in standard spec 607.3.2 is incidental to the work. The department will pay for

work required at depths greater than 1-foot below the pipe bottom as specified for extra work in standard spec 109.4.

25. Adjusting Sanitary Manhole Covers Special, Item SPV.0060.05.

A Description

This special provision describes adjusting sanitary manhole covers in accordance to the requirements of standard spec 611, as shown in the plans, and as hereinafter specified.

B Materials

Furnish and use materials in the work that conform to the requirements set forth in standard spec 611.2.

C Construction

Construct according to the detail shown in the plans. Use construction methods in performing the work that conform to the pertinent requirement set forth in standard spec 611.3

Replace standard spec 611.3.7(1) with the following:

Unless the contract provides otherwise, adjust existing covers, including frames and grates or lids, to the required elevation. Remove the existing cover, remove the existing grade adjustment bricks, blocks, or concrete grade rings to the top of the existing structure; reinstall grade rings for the cover to match the required elevation, and reinstall the cover. Support the cover precast concrete grade ring, or a grade ring from the department's approved products list, constructed to hold the covers firmly in place.

D Measurement

The department will measure Adjusting Sanitary Manhole Cover, Special as each cover, 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	Adjusting Sanitary Manhole Covers Special	Each

Payment for Adjusting Sanitary Manhole Covers is full compensation for providing all required materials, exclusive of frames, grates or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers; and for removing existing grade adjustment bricks, blocks, or concrete grade rings to the top of the existing structure. Replace all covers to be adjusted and that are unusable due to the contractor's operations, at no expense to the department.

26. Adjusting Water Gate Valve Boxes Item SPV.0060.06.

A Description

This special provision describes adjusting water gate valve boxes to an elevation as determined by the engineer and as shown in the plans, and as hereinafter provided.

B (Vacant)

C Construction

The approximate location of water valves are indicated on the plans. Adjust these items as necessary to proper placement according to the plans and standard drawings. Engineer must approve prior to beginning work, any method of adjustment of water valves other than that indicated on the plans or standard drawings.

D Measurement

The department will measure Adjusting Water Valve Box per each adjustment, 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	Adjusting Water Gate Valve Boxes	Each

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

27. Abandon Water Lateral, Item SPV.0060.07.

A Description

This special provision describes abandoning water laterals as shown in the plans, in accordance to the requirements of standard spec 204, and as hereinafter provided.

B (Vacant)

C Construction

Excavate and uncover the lateral's corporation stop. Turn off the lateral at the corporation stop. Remove the lateral's curb stop box to a minimum of 24-inch below the finished grade and seal the remaining curb box. The remaining lateral will remain abandon in place.

D Measurement

The department will measure Abandon Water Lateral as each individual lateral, 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.0060.07	Abandon Water Lateral	Each

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

28. Remove Overhead Sign, Item SPV.0060.08.**A Description**

This special provision describes removing and existing overhead sign pole, arm and concrete base.

B (Vacant)**C Construction**

Contact the City of Menomonie to determine whether any existing equipment is to be salvaged. Properly dispose of all equipment that is not salvaged.

Coordinate installation with construction activities. Provide traffic control items as directed by the engineer to complete removal and installation of the new signs.

D Measurement

The department will measure Remove Overhead Sign 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.0060.08	Remove Overhead Sign	Each

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

29. Remove Street Light, Item SPV.0060.09.**A Description**

This special provision describes removing and salvaging or disposing a base mounted light pole, transformer bases, arm(s) and luminaire(s).

B (Vacant)

C Construction

Contact the City of Menomonie at least 7 days prior to removing any street lights. Arrange a meeting to document the existing condition of all street lighting materials that will be affected by construction activities.

The city will provide the following information:

- Identify all items to be salvaged or disposed.
- Identify existing feed-point locations and circuit breaks.

When removing existing street lights, carefully remove and stockpile all equipment at a location approved by the engineer. Place all equipment on blocks so as not to be in direct contact with the ground. Protect luminaires from moisture. Either reinstall lights as the plans show or make available for pick up and salvage. Properly dispose of any equipment that is not salvaged.

Replace any equipment damaged in the removal process with equipment that is of greater or equal quality than the damaged piece.

D Measurement

The department will measure Remove Street Light 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	Remove Street Light	Each

Payment is full compensation for removals, salvage, delivery, stockpile and/or disposal as required above.

30. Install Salvaged Street Light and Concrete Base, Item SPV.0060.10.

A Description

This special provision describes installing a salvaged street light pole, arm, luminaire and a new concrete base.

B Materials

Use all street lighting materials salvaged from the project except for pole wiring.

Concrete Foundation

Furnish concrete masonry, bar steel reinforcement, anchor rods, nuts, washers, conduit, grounding electrode and all incidental materials in accordance to the pertinent provisions in standard spec 654.2. Concrete base shall be compatible with the base flange and mounting methods of the salvaged street light pole. Match exposed base height and finishing with other units within the project site.

C Construction

Reinstall street lights in accordance to the pertinent provisions of standard specs 657 and 659.

D Measurement

The department will measure Install Street Light and Concrete Base 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	Install Salvaged Street Light and Concrete Base	Each

Payment is full compensation for installing the salvaged pole, arm, luminaire and concrete base.

31. Remove Pedestrian Signal Head, Item SPV.0060.11.**A Description**

This special provision describes removing existing pedestrian signal heads.

B (Vacant)**C Construction**

Contact the City of Menomonie to determine whether any existing equipment is to be salvaged. Carefully remove signal head, mounting brackets and banding from the existing signal poles. Retain existing cables within the pole for re-use. Completely seal all openings which will not be re-used with the replacement equipment. Properly dispose of all equipment that is not salvaged.

D Measurement

The department will measure Remove Pedestrian Signal Head 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.0060.11	Remove Pedestrian Signal Head	Each

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

32. Remove Pedestrian Push Button, Item SPV.0060.12.

A Description

This special provision describes removing existing pedestrian push buttons.

B (Vacant)

C Construction

Contact the City of Menomonie to determine whether any existing equipment is to be salvaged. Carefully remove push button, sign, banding and wiring from the existing signal poles. Completely seal all openings which will not be re-used with the replacement equipment. Properly dispose of all equipment that is not salvaged.

D Measurement

The department will measure Remove Pedestrian Push Button 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.0060.12	Remove Pedestrian Push Button	Each

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

33. Remove, Salvage and Reinstall Traffic Signal Assembly, Item SPV.0060.13.

A Description

This special provision describes removing existing signal pole, pedestal base and signal head(s).

B (Vacant)

C Construction

Carefully remove signal pole, pedestal base, head and mounting bracket from the existing concrete base. Remove existing cables within the pole and head(s). Completely seal all openings which will not be re-used with the replacement equipment.

Reinstall signal pole, pedestal base, head and mounting bracket on the new concrete base. Perform all work in accordance to the provisions in standard spec 658.3.

D Measurement

The department will measure Remove, Salvage and Reinstall Traffic Signal Assembly 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.0060.13	Remove, Salvage and Reinstall Traffic Signal Assembly	Each

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

34. Concrete Base Type 1 with Spread Footing, Item SPV.0060.14.**A Description**

This work shall be in accordance to the requirements of standard spec 654, the plans, standard detail drawings, and as hereinafter provided.

B Materials

In accordance to the plans and standard spec 654.2.

C Construction

In accordance to the plans and standard spec 654.3 and as shown on the plans.

D Measurement

The department will measure Concrete Base Type 1 with Spread Footing 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.0060.14	Concrete Base Type 1 with Spread Footing	Each

Payment in accordance to standard spec 654.5.

35. Pavement Marking Contrast Grooved Preformed Thermoplastic, Words, Item SPV.0060.15; Symbols, Item SPV.0060.16; Yield Line 18-In, Item SPV.0060.17.**A Description**

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

B Materials

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

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 thermoplastic pavement marking.

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 120 mils \pm 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C.4.2 Special Marking

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

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 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, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow

and 90 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.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Contrast Grooved Preformed Thermoplastic (Type) 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.0060.15	Pavement Marking Contrast Grooved Preformed Thermoplastic Words	Each
SPV.0060.16	Pavement Marking Contrast Grooved Preformed Thermoplastic Symbols	Each
SPV.0060.17	Pavement Marking Contrast Grooved Preformed Thermoplastic Yield Line 18-In	Each

Payment is full compensation for cleaning and preparing the pavement surface; and for furnishing and installing the material.

36. Furnish and Install Street Light and Concrete Base, Item SPV.0060.18.

A Description

This special provision describes furnishing and installing a street light pole, arm, luminaire and a new concrete base.

B Materials

Furnish street light poles in accordance to the plans and a matching brown powder-coat painted finish to street lights within the project site.

Luminaire shall be LED type with light output equivalent to a 250-watt high pressure sodium type luminaire.

Concrete Foundation

Furnish concrete masonry, bar steel reinforcement, anchor rods, nuts, washers, conduit, grounding electrode and all incidental materials in accordance to the pertinent provisions in standard spec 654.2. Concrete base shall be compatible with the base flange and mounting methods of the salvaged street light pole. Match exposed base height and finishing with other units within the project site.

C Construction

Install street lights in accordance to the pertinent provisions of standard specs 657 and 659.

D Measurement

The department will measure Furnish and Install Street Light and Concrete Base 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.0060.18	Furnish and Install Street Light and Concrete Base	Each

Payment is full compensation for furnishing and installing the pole, arm, luminaire and concrete base.

37. Remove Inlet Casting, Item SPV.0060.19; Temporary Inlet Casting, Item SPV.0060.20.

A Description

This special provision describes removing an existing inlet casting and furnishing, installing, adjusting and removing a temporary inlet casting, as shown on the plans and as hereinafter provided.

B Materials

Furnish inlets and castings conforming to the requirements of standard spec 611.2, Materials. Furnish inlet casting, or multiple castings as appropriate to match surroundings during multiple stages.

C Construction

Install and adjust and remove the inlets and castings as shown on the plans and as required to maintain drainage during all stages of construction. Work required under this bid item may include the following:

- Remove an existing inlet casting.
- Furnish, install, adjust as needed and remove an inlet casting on an existing inlet during temporary traffic conditions.

Clean out any permanent structures used as temporary inlets prior to installation of the permanent casting.

D Measurement

The department will measure Remove Inlet Casting and Temporary Inlet Casting 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.0060.19	Remove Inlet Casting	Each
SPV.0060.20	Temporary Inlet Casting	Each

Payment is full compensation for installing and adjusting each cover; for providing new, inlets covers, including frames, grates, lids and all other required materials; and for removing and disposing of the temporary inlet and casting.

38. Furnish and Install Poles Type 12, Item SPV.0060.21; Furnish and Install Monotube Arms 40-FT, Item SPV.0060.22.

A Description

This special provision describes furnishing and installing monotube traffic signal materials.

B Materials

Furnish poles, arms, anchor bolts and hardware in accordance to the pertinent provisions of standard spec 657.2 and hereinafter provided.

Furnish monotube poles type 12 as listed on the WisDOT prequalified products list by Millerbernd Manufacturing, including anchor bolts, hardware and top templates.

Furnish monotube arms 40-ft as listed on the WisDOT prequalified products list by Millerbernd Manufacturing, including all miscellaneous hardware.

C Construction

Install monotube poles and arms in accordance to standard spec 657.3.

D Measurement

The department will measure Furnish and Install Poles and Arms 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.0060.21	Furnish and Install Poles Type 12	Each
SPV.0060.22	Furnish and Install Monotube Arms 40-FT	Each

Payment is full compensation for furnishing and installing all materials.

39. Sanitary Sewer 8-Inch PVC, Item SPV.0090.03.

A Description

This section describes furnishing and installing sanitary sewer pipe in accordance to the pertinent provisions of standard spec 607 and with the details and at the locations and grades shown on the plans.

A.1 Submittals

Submit the following information:

- Shop drawings of all pipe products.
- Sewage bypass plan during pipe installation.
- Results of post installation testing.

A.2 Quality Assurance

Manufacturers must be firms regularly engaged in manufacture of sewer materials of the types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

Installers must be firms with at least two years of successful installation experience on sewer projects similar to this project.

B Materials

Furnish polyvinyl chloride (PVC) sewer pipe, joints and fittings meeting ASTM D3034, SDR 35. Intermixing of different manufacturer's pipe or fittings on the project is prohibited. All pipe sizes are inside diameter (I.D.).

Furnish gaskets in accordance to ASTM F477.

C Construction

Maintain sanitary service to existing buildings during construction.

Install in accordance to requirements for "Underground Installation of Flexible Thermoplastic Gravity Sewer Pipe" of ASTM D2321.

Conform to plan pipe grade unless modified by engineer. Notify engineer of any inconsistent grades.

Inspect pipe before installation to detect apparent defects. Promptly remove any defective materials from site.

Lay pipe beginning at low point of a system, whenever possible, true to grades and alignment indicated with unbroken continuity of invert as directed by the engineer.

Lay pipe on solid material shaped to the contour of the pipe. Lay all pipes with ends abutting and true to line and grade. Remove and relay pipe, which has in any way been disturbed or which does not conform to said line and grade before final acceptance. Unauthorized grade variation of 0.1 feet or more will require replacement of pipe at proper grade.

Fit pipes together and match so when laid they will form a sewer with a smooth, straight and uniform invert between manholes. Install gaskets and forms in accordance to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Protect the ends of the pipeline from the entrance of all earth or other debris. Clean interior of pipe of dirt and other excess material as work progresses. Place plugs in ends of uncompleted pipes at end of day or whenever work stops. Clean pipe so no solid material will be allowed to enter existing collection system or treatment facility, unless contractor receives written authorization from city.

Backfill in conformance with standard spec 607.3.

Install, test, and inspect sanitary sewer in accordance to the Wisconsin State Plumbing Code.

Upon completion of each section of sewer in the project, clean and test the sewer in the presence of the City of Menomonie. Testing consists of a low pressure air test, a pipe deflection test (mandrel), a lighted alignment test.

Complete all testing and verify it has been accepted prior to the placement of base course.

D Measurement

The department will measure the Sanitary Sewer 8-Inch PVC by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe, from the pipe end at a connection to existing, to the center of the manhole or junction; or from center to center of manholes or junctions. The department will make no deduction from these measured lengths for intermediate manholes, junctions or fittings.

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	Sanitary Sewer 8-Inch PVC	LF

Payment for the Sanitary Sewer bid items is full compensation for providing all materials, including all special mitered sections, elbows and connections required; for removing and disposing of any existing pipe, or manholes interfering with the new construction; for furnishing all excavating, except rock excavation; for sheeting and shoring; for forming

foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for maintaining existing service; for bypass pumping; for testing; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; and for cleaning out and restoring the site of the work.

Work performed 1-foot or less below the pipe bottom to form a satisfactory foundation as specified in standard spec 607.3.2 is incidental to the work. The department will pay for work required at depths greater than one foot below the pipe bottom as specified for extra work in standard spec 109.4.

40. Concrete Curb and Gutter Cure and Seal Treatment, Item SPV.0090.04.

A Description

This work includes treating all newly constructed concrete curb and gutter with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

B Materials

The treating material shall conform to ASTM C1315, ASTM C309, and AASHTO M148 specifications and be produced by a manufacturer on the approved list.

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D Measurement

The department will measure Concrete Curb and Gutter Cure and Seal Treatment by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Concrete Curb and Gutter Cure and Seal Treatment	LF

Payment is full compensation for furnishing and applying Concrete Curb and Gutter Cure and Seal Treatment.

41. Locate and Lower Existing Conduit, Item SPV.0090.05.

A Description

This work shall be in accordance to the requirements of standard spec 652, the plans, standard detail drawings, and as hereinafter provided.

B (Vacant)

C Construction

Locate all underground traffic signal and street lighting conduit by utility locate, excavation or other non-destructive means.

Excavate and lower the existing conduits as required to achieve the required cover to match the proposed grades. Provide conduit bedding in accordance to the pertinent provisions in standard spec 652.3.1.2, Installing Underground. Provide cover as required to bring surroundings to finished grade.

Provide all necessary conduit, fittings, connections, wire and terminations as needed to repair damaged sections of the conduit system.

D Measurement

The department will measure Locate and Lower Existing Conduit by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Locate and Lower Existing Conduit	LF

Payment is full compensation for locating the existing conduit, excavation, removal of excess material; and for conduit and fittings.

42. Milling and Removing Temporary Joint, Item SPV.0105.01.**A Description**

This special provision describes the milling and removing of the upper layer HMA wedge joint and any other temporary longitudinal or transverse joints, including sweeping and cleaning of the affected area prior to the abutting pavement placement.

B (Vacant)**C Construction**

Immediately prior to the placement of the adjoining lane, mill any temporary wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement.

Immediately prior to continuation of paving operations, mill any temporary transverse joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement.

The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Milling and Removing Temporary Joint as a single lump sum unit of work for all wedge joints, acceptably removed.

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	Milling and Removing Temporary Joint	LS

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials.

43. Prepare Foundation for Asphaltic Paving-Special, Item SPV.0105.02.**A Description**

Prepare the existing pavement foundation in accordance to standard spec 211, as per the special plan detail, and as hereinafter provided.

B (Vacant)**C Construction**

Delete standard spec 211.3.5.4 and replace with the following:

Remove all surplus crack and joint sealing material from the surface of the pavement and milled gutter and all joint material, including fillers and sealers, from joints and cracks to a minimum depth of 4 inches below the surface of the ground or milled concrete pavement or milled gutter.

Completely remove unstable patches of asphaltic materials used to fill localized pits, depressions, badly spalled, or disintegrated areas of the old pavement or milled gutter. Remove any loose concrete or concrete with incipient spalling within or contiguous to such areas.

Prior to placement of the HMA pavement and or leveling layer, refill these areas of removal, as described above, to the surface of the ground/milled concrete surface or milled asphalt surface or milled gutter surface. Payment for refilling these areas is paid for under bid item 465.0110 Asphaltic Surface Patching. Patching material that extends more than 1/2 inch above the milled ground surface shall be corrected before the leveling layer is placed.

D Measurement

The department will measure Prepare Foundation For Asphaltic Paving Special in accordance to standard spec 211.4.

E Payment

Payment will be in accordance to standard spec 211.5 except delete standard spec 211.5.1 paragraph (1) and replace with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Prepare Foundation For Asphaltic Paving-Special	LS

44. Rectangular Rapid Flashing Beacon System STH 25 and 17th Avenue, Item SPV.0105.03; Rectangular Rapid Flashing Beacon System STH 25 and 10th Avenue, Item SPV.0105.04.

A Description

This work shall consist of furnishing and installing a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered and pedestrian activated. The assemblies shall be wirelessly controlled and multiple units shall be synchronized.

B Materials

Furnish a complete RRFB system with multiple assemblies. Each assembly may consist of, but is not limited to, light indications, wireless communication equipment, solar power equipment, and electrical components (wiring, solid-state circuit boards, etc). An assembly may include the following items:

Light Indications:

- Each indication shall be a minimum size of approximately 5” wide x 2” high.
- Two indications shall be installed on an assembly facing each direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7” measured from inside edge of one indication to inside edge of second indication.
- A single indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
- The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
- The light intensity of the indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Contractor shall furnish a Certificate of Compliance for this standard. Specifically, the certificate should state that the indications: “Meet photometry of jurisdictional compliance standard(s) identical to: 2 J595 Class 2 Nov08 Yellow Peak Cd and 2 J595 Class 3 Nov08 Yellow Cds/Min.
- Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
- All exposed hardware shall be anti-vandal.

Sign:

- All signs shall be supplied and installed under a separate bid item. However, the assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.

Control Circuit:

- The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be completely programmable.
- The flashing output shall have 70 to 80 periods of flashing per minute with a 100-millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse.
- When two indications are mounted side-by-side, they shall have alternating but approximately equal periods of rapid pulsing light emissions and dark operation. Also, during each of the 70 to 80 flashing periods per minute, one of the indications shall emit two rapid pulses of light and the other indication shall emit three rapid pulses of light.
- Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
- When activated, the RRFB shall operate for a predetermined interval based on MUTCD procedures for timing of pedestrian clearance times for pedestrian signals. Coordinate with the department for this interval.
- To prevent continuous activation of the RRFB and to allow vehicular queue clearance, the RRFB shall be programmed to prevent activation within 30 seconds of the termination of a previous activation.
- The control circuit shall be installed in an IP67 NEMA rated enclosure.
- All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series.

Battery

- Battery unit shall be a 4.8 volt 14000mAH Nickel Metal Hydride (NiMH).
- All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.
- All batteries shall operate between the temperatures of -20°C and +60°C.
- All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series.

Wireless Radio:

- Radio control shall operate on 900mhz frequency hopping spread spectrum network
- Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.

- The Radio shall synchronize all of the remote light indications so they will turn on within 120msec of each other and remain synchronized through-out the duration of the flashing cycle.
- Radio systems shall operate from 3.6 vdc to 15vdc

Solar Panel:

- The solar panel shall be up to 13.5"x15" in size and provide up to 13.5 watts peak total output. The panel shall be sized according to the weather and field conditions to maximize performance.
- The solar panel shall be mounted to an aluminum plate and bracket at an angle of 45°- 60° to provide maximum output.
- All fasteners used shall be anti-vandal.
- All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.

Pushbutton:

- The pushbutton shall be furnished and installed in accordance to the pertinent provisions in standard spec 658 under a separate bid item.

Pedestal Shaft:

- The pedestal shaft shall be furnished and installed in accordance to the pertinent provisions in standard spec 657 under a separate bid item.

Pedestal Base:

- The pedestal base shall be furnished and installed in accordance to the pertinent provisions in standard spec 657 under a separate bid item.

Concrete Base:

- The concrete base and anchor bolts shall be furnished and installed in accordance to the pertinent provisions in standard spec 654 under a separate bid item.

Hardware:

- Furnish all hardware, connections, etc to make the RRFB system fully operational.

C Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans. Make the RRFB system fully operational.

D Measurement

The department will measure Rectangular Rapid Flashing Beacon System [Location] as a single lump sum unit of work for each location, 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.0105.03	Rectangular Rapid Flashing Beacon System STH 25 and 17 th Avenue	LS
SPV.0105.04	Rectangular Rapid Flashing Beacon System STH 25 and 10 th Avenue	LS

Payment is full compensation for furnishing and installing a fully operational RRFB system.

45. Remove, Salvage and Reinstall Sign Support Assembly, Item SPV.0105.05.

A Description

This special provision describes removing existing sign pole, mounting bracket and sign.

B (Vacant)

C Construction

Carefully remove sign pole, mounting arm and sign from the existing concrete foundation.

Reinstall sign pole, mounting arm and sign on the new concrete foundation. Perform all work in accordance to the provisions in standard spec 658.3.

D Measurement

The department will measure Remove, Salvage and Reinstall Sign Support Assembly as a single lump sum unit of work for each location, 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	Remove, Salvage and Reinstall Sign Support Assembly	LS

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

46. Furnish and Install Traffic Signal Cabinet (USH 12 and Red Cedar St), Item SPV.0105.06.

A Description

This specification describes furnishing and installing an equipped NEMA TS2 Type 1 traffic signal control cabinet. Cabinet components, including, but not limited to the traffic signal controller, malfunction management unit (MMU), bus interface units (BIU), flash transfer relays will also be furnished and installed as part of this bid item.

B Materials

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC).

Provide cabinets designed for TS2 Type 1 operation. Pre-wire cabinets for a minimum of 16 phases as specified herein.

Furnish and install at no extra cost any equipment and materials not specifically described but required in order to perform the intended functions in the cabinet.

C Construction

C.1 Cabinet

C.1.1 Design

Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size 44 inches wide, minimum 24 inches deep, and minimum 52 inches to maximum 60 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others as listed in the Description section of this specification.

The cabinet shall comply with the environmental and operating standards outlined in the NEMA TS2 Standard. The cabinet shall provide reasonable vandalism protection. The cabinet shall have a NEMA 3R rating.

Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Furnish the cabinet with a natural, uncoated, aluminum finish inside and outside. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

On the top of the cabinet, incorporate a 1-inch slope toward the rear to prevent rain accumulation. Incorporate a rain channel into the design of the main door opening to prevent liquids from entering the enclosure.

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

Equip the lower section of the cabinet door with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for Type 3R ventilated enclosures. Secure a washable, fiberglass, removable air filter to the air entrance. The filter shall fit snugly against the cabinet door wall. Attach an aluminum, easily removable, gasketed cover over the air filter and louver.

C.1.2 Doors

The cabinet door opening shall be a minimum of 80 percent of the front surface of the cabinet. The main door shall each close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.188 inches thick by 1.00 inch wide. Permanently bond the gasket to the cabinet.

Equip the main door with a three-point latching mechanism. The upper and lower locking points of the latching mechanism shall each have a pair of nylon rollers. The handle on the main door shall utilize a shank of stainless steel 3/4 inches minimum diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle may turn either clockwise or counterclockwise to open, and shall not extend outwards past the edge of the door at any time. Position the lock assembly so the key will not cause any interference with the handle, or a person's hand on the handle, when opening the cabinet door.

Include on the main door a solid stainless steel rod stop and catch mechanism capable of rigidly holding the door open at approximately 90, 120, and 180 degrees under windy conditions. The operator must be able to engage and disengage the catch with a shoed or booted foot.

The main door hinge shall be a one-piece, continuous piano hinge with a minimum 0.25 inch stainless steel pin running the entire length of the right side of the door (right-handed). Attach the hinge in such a manner that no rivets or bolts are exposed.

Equip the main door with a brass Corbin tumbler lock No. 2, swing away dust cap, and provide two keys No. 2.

Electrically bond the door to the rest of the cabinet with a braided copper grounding conductor. The length of the grounding conductor shall allow the door to swing fully open, without using the stop bar, without stretching or breaking the grounding conductor. The grounding conductor shall not interfere with normal door operation.

Provide a door switch for the main cabinet door. When the door is opened the switch shall send a signal to the controller sufficient for the controller to log an alarm.

C.1.3 Shelves and Mountings

Mount a minimum of three vertical "C" channels, compatible with Unistrut channel nuts, on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. Install three vertical "C" channels or three slotted rails on the interior back wall of the cabinet. All mounting channels and rails shall extend to within 7 inches of the top and bottom of the cabinets and shall be of sufficient strength to rigidly hold specified shelves and equipment.

Provide two full-width, 11-inch deep, fully adjustable, aluminum shelves to support the controller and other equipment. Mount the lower shelf at a height above the bottom of the cabinet such that the shelf and attached drawer does not interfere with the ability to tilt the

terminal facility forward on its hinges for maintenance purposes. Mount the top shelf at least 13 inches above the surface of the lower shelf.

Locate the controller and MMU on the top shelf. Locate the loop detector racks and other auxiliary equipment on the lower shelf. The power supply may be mounted on either shelf.

Provide an under-shelf drawer under the lower shelf. The drawer shall be approximately 20 inches wide and the full depth of the shelf. The drawer shall operate easily and smoothly, and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools.

C.1.4 Auxiliary Cabinet Equipment

Ventilate the cabinet by means of a 120 VAC, 60HZ, tube axial compact type fan located in the top of the cabinet plenum. The fan's free delivery airflow shall be equal to or greater than 100 cubic feet per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a seven year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees F. The fan shall run until the cabinet temperature decreases below the turn-on temperature setting by approximately 30 degrees F. The fan shall be fused.

Mount an incandescent lamp and socket in the cabinet to sufficiently illuminate the field terminals. Wire the lamp to a 15-amp ON/OFF toggle switch mounted as specified in the Cabinet Switches section of this specification.

Provide a 250 watt element heater. Install the heater on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater. Provide a cord and twist-off plug to an electrical receptacle on the cabinet door. Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater's protective cover from exceeding 170 degrees F.

C.2 Terminals and Facilities

C.2.1 Terminal Facility

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

Mount the bottom of the terminal facility a minimum of nine inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

Fully wire the terminal facility with sixteen load switch sockets: 8 phases of vehicular, 4 phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility BIU rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in two horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least three inches from the terminal facility.

Label all terminals, load switches, and flash transfer relay sockets. Label reference designators by silk-screening on the front and rear of the terminal facility to match drawing designations.

Provide rack mounted BIU's. Provide a dual-row, 64-pin female DIN 41612 Type B connector for each BIU rack position. Provide card guides for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the terminal facility.

Provide two each 16-channel, 8-position, TS2 detector racks, each with an integrally mounted BIU mounting. Racks shall be addressable. Power each detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the lower shelf.

For BIU rack connectors, provide pre-wired address pins or jumper plugs corresponding to the requirements of the NEMA TS2 Standard. The address pins or jumper plugs shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

For the terminal facility, contain all field wires within one or two rows of horizontally-mounted Marathon heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire. Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45 degree angle.

Identify all field input/output (I/O) terminals by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 Standard.

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

Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red).

Wire one RC network in parallel with each flash transfer relay coil.

Permanently label all logic-level, NEMA-controller and MMU input and output terminations on the terminal facility. Identity the function of each terminal position on the cabinet drawings.

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum. Functions to be terminated shall be as specified in the listing of Input/ Output Terminals in Section 5 of the NEMA TS2 Standard.

Conform all terminal facility and cabinet wiring to the WSEC. The green/ walk, yellow, and red/ don't walk load switch outputs shall be minimum 16 gauge wire. The MMU (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent in all cabinets furnished in one order.

C.3 Auxiliary Panels

C.3.1 Vehicle Detection Interface Panel

Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the interface panel to a detector rack. The twisted pair wires shall be color-coded wires. Provide a cable of sufficient length to allow the detector rack to be placed on either shelf.

Identify all termination points by a unique number silk screened on the panel.

C.3.2 Intersection Lighting Control Panel

Provide an intersection lighting control panel as described. The intersection lighting control panel shall consist of an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or equal), and a heavy duty six position terminal block (Marathon DJ1606 or equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:

- Control coil
- L1 in
- L2 in
- Neutral in and control coil
- L1 out
- L2 out

Protect each output by a MOV (V150LA20A) wired between the output and neutral. Include a photo control (Intermatic #K4021C or equal). Mount the photo control just above the cabinet door and approximately 12 inches from the right side of the cabinet. Wire the photo control to a 3 position terminal switch using 16AWG wire color coded to match the photo control wiring connected to the intersection lighting control panel.

C.3.3 Conductors and Cabling

All conductors in the cabinet shall be copper 22 AWG or larger. All 14 AWG and smaller wire shall conform to MIL-W-16878/1, Type B, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation without clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall be UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation, and clear nylon jacketed.

Provide controller and MMU cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.

Provide the cabinet configuration with enough SDLC 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. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

Pre-wire the terminal facility for a Type 16 MMU.

All wiring shall be neat in appearance. Stow excess cable behind the terminal facility or below the shelves in order to allow easy access to the terminal facility and cabinet components. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

Wire the grounding system in the cabinet into three separate circuits: AC Neutral, Earth Ground, and Logic Ground.

Optoisolate all pedestrian pushbutton inputs from the field to the controller through the BIU and operate at 12 VAC.

Hook or loop all wire, size 16 AWG or smaller, at solder joints around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

C.3.4 Cabinet Switches

Locate the following switches on a maintenance panel on the inside of the cabinet door:

- a. Controller On/Off
- b. Cabinet Light
- c. Stop Time (Three Position)
- d. Manual Detector Switches (Three Position)

<u>Position</u>	<u>Switch Label</u>	<u>Function</u>
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove the stop time input to the controller
Lower	Normal	Connects the MMU to the controller stop time input

Provide manual detector switches. Provide a minimum of 16 vehicle detector switches, and four pedestrian detector switches. The switches shall be spring loaded and automatically return to the center position. Wire the vehicle detector switches to detector BIU slot 1. Wire the pedestrian switches to the T&F BIU slot 1. The switches shall operate as follows:

Position	Function
Up	Detector Disabled
Center	Detector Enabled
Down	Detector Called

C.4 Power Panel

C.4.1 Design

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

Provide a light, tough, transparent, weather-resistant, non-yellowing, thermoplastic cover, rigidly mounted over the full power panel, with access holes for circuit breakers and other equipment, and open on the sides for ventilation.

C.4.2 Bus Bar

Provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

C.4.3 Circuit Breakers

House in the power panel the following vertically mounted, single pole, 120 volts AC, 60 Hertz, circuit breakers, with the ON position being up:

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.
- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

Power the cabinet light through the GFI fuse, not a circuit breaker.

C.4.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies, and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other, and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL and Radio Manufacturer's Association.

C.4.5 Bus Relay

Provide a normally-open, 60 amp, solid state relay.

C.4.6 Surge Protector

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor. Provide one additional uninstalled surge protector for every 20 cabinets delivered.

C.4.7 Power receptacles

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience duplex outlet at each of these two locations:

- On the interior right side wall above the power panel. The outlet shall be fully operational and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. This outlet is to be wired by field installation personnel.

C.4.8 Suppressors and RC Network

Provide a suppressor for each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point. Wire one RC network in parallel with each inductive device.

C.5 Auxiliary Devices

C.5.1 Load Switches

Provide solid state load switches conforming to the requirements of Section 6.2 of the NEMA TS2 Standard.

Supply all 16 load switches with each cabinet.

C.5.2 Flashers

Provide a solid state flasher conforming to the requirements of section 6.3 of the NEMA TS2 Standard.

C.5.3 Cabinet Power Supply

Supply one cabinet power supply with each cabinet, meeting the requirements of Section 5.3.5 of the NEMA TS2 Standard. Provide LED indicators for the 12 VDC, 12 VAC, and 24 VDC outputs. Provide jack plugs on the front panel for access to the +24 VDC for test purposes.

C.6 Documentation

C.6.1 Shop Drawings

For each cabinet order, submit two sets of 22X34-inch detailed printed shop/drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet to the city for review and approval, a minimum of 60 days before the designated cabinet delivery date. Also provide all drawings as .dgn or .dwg files. Revise the files and drawings in accordance to city comments and resubmit, both printed and .dgn/.dwg files. If cabinet designs change within an order with the permission of the city, resubmit all drawings and files for review, comment, and approval.

C.6.2 Manuals

At the time of the cabinet delivery, furnish the following:

- One set of installation, operations, and maintenance manuals per cabinet for each type of equipment and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists.
- Two sets of cabinet wiring diagrams per cabinet

C.7 Cabinet Delivery

Deliver the fully wired and equipped cabinets the project site and securely store the materials if not immediately installing the equipment. Contact the construction leader a minimum of one 24-hour business day ahead of the desired delivery date to confirm the site is ready for installation.

C.8 Supplier Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description. Provide a warranty statement which stipulates that the cabinet and all supplied equipment are warranted for one year from the date of final installation on the job site. The warranty shall provide for full repair or replacement of the failed item, as determined by the city, at no cost to the city. Shipping costs, both to the factory or an Authorized Repair Depot, and return to the city, shall be paid by the contractor.

C.9 Controller Programming

The contractor shall load signal timing and programming data on the controller prior to installing the signal cabinet on site. The City of Menomonie shall provide timing and programming data.

D Measurement

The department will measure Furnish and Install Traffic Signal Cabinet (Location) as a complete 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.0105.06	Furnish and Install Traffic Signal Cabinet (USH 12 and Red Cedar St)	LS

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.

- 47. Temporary Crosswalk Access, STH 25 and 24th Avenue, Item SPV.0105.07; STH 25 and 21st Avenue, Item SPV.0105.08; STH 25 and 20th Avenue, Item SPV.0105.09; STH 25 and 17th Avenue, Item SPV.0105.10; STH 25 and 13th Avenue, Item SPV.0105.11; STH 25 and 12th Avenue, Item SPV.0105.12.**

A Description

This work shall consist of furnishing, installing, and maintaining temporary access for pedestrian crossing and access of the project area.

B (Vacant)

C Construction

Construct Temporary Crosswalk Access at (Location) noted below to meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) consisting 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 ADAAG accessible crosswalk accesses that are free from mud, sand and construction debris.

D Measurement

The department will measure Temporary Crosswalk Access by the 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.0105.07	Temporary Crosswalk Access, STH 25 and 24 th Avenue	LS
SPV.0105.08	Temporary Crosswalk Access, STH 25 and 21 st Avenue	LS
SPV.0105.09	Temporary Crosswalk Access, STH 25 and 20 th Avenue	LS
SPV.0105.10	Temporary Crosswalk Access, STH 25 and 17 th Avenue	LS
SPV.0105.11	Temporary Crosswalk Access, STH 25 and 13 th Avenue	LS
SPV.0105.12	Temporary Crosswalk Access, STH 25 and 12 th Avenue	LS

Payment is full compensation for installing, and maintaining temporary access for pedestrian crossing and access of the project area.

48. Bike Box Pavement Marking, Item SPV.0105.13.

This work shall be in accordance to the requirements of standard spec 647, the plans, standard detail drawings, and as hereinafter provided.

B Materials

In accordance to the plans and standard spec 647.2 and as hereinafter provided.

Furnish green epoxy pavement marking materials in accordance to the FHWA's "Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) – April 15, 2011. Furnish non-skid additives consisting of clean, dry silica sand, 100% passing the #40 screen.

C Construction

In accordance to the plans and standard spec 647.3 and as shown on the plans. Item includes removal of existing sections of bike box pavement markings and installation of standard white epoxy linear, words and symbol markings. A complete bike box pavement marking installation shall consist of a fully restored and/or newly marked installation in accordance to the plan details.

D Measurement

The department will measure Bike Box Pavement Marking by the 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.0105.13	Bike Box Pavement Marking	LS

Payment is full compensation for furnishing all removal and replacement markings.

49. Construction Staking Curb Ramps, 7220-01-71, Item SPV.0105.14.

A Description

Preform work in accordance to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of the curb ramp including points of change in alignment and grade in accordance to the plans, standard details for curb ramps, and for conformance with ADAAG. Locate stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically.

D Measurement

The department will measure Construction Staking Curb Ramps (Project) 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.0105.14	Construction Staking Curb Ramps, 7220-01-71	LS

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes.

50. Project Concrete Crack Mitigation and Repair Special 7220-01-71, Item SPV.0105.15; 7600-02-70, Item SPV.0105.16; 7600-02-71, Item SPV.0105.17.

A Description

This special provision describes work in accordance with standard spec 415, and as hereinafter provided.

B (Vacant)

C Construction

Provide the engineer with HIPERPAV analysis three days prior to the placement of Concrete Pavement (Inch) Special, Base Patching Concrete (Type) Special and Concrete Repair/Replacement Special. If seven calendar days elapse between staging paving operations, an additional analysis of HIPERPAV may be requested by the engineer.

If cracks occur, selection of repair type shall be as specified in Procedure 4.24 of the Construction and Materials Manual (CMM).

D Measurement

The department will measure Project Concrete Crack Mitigation and Repair Special (Project) as a lump sum unit of work, acceptably completed.

E Payment

Delete entire standard spec 415.5.3 and replace with the following.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.15	Project Concrete Crack Mitigation and Repair Special 7220-01-71	LS
SPV.0105.16	Project Concrete Crack Mitigation and Repair Special 7600-02-70	LS
SPV.0105.17	Project Concrete Crack Mitigation and Repair Special 7600-02-71	LS

Payment is full compensation for performing mix design HIPERPAV analysis, mix design adjustments and corrections as per Project Concrete Crack Mitigation and Repair Special, all PCC pavement repairs, mobilization, and for all necessary traffic control devices.

Fifty percent payment of this item will be paid to the contractor after the completion of the first HIPERPAV analysis. The remaining fifty percent will be paid for upon final project acceptance.

51. Concrete Sidewalk Cure and Seal Treatment, Item SPV.0165.01.**A Description**

This work includes treating all newly constructed concrete sidewalk with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

B Materials

The treating material shall conform to ASTM C1315, ASTM C309, and AASHTO M148 specifications and be produced by a manufacturer on the approved list.

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D Measurement

The department will measure Concrete Sidewalk Cure and Seal Treatment by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Sidewalk Cure and Seal Treatment	SF

Payment is full compensation for furnishing and applying Concrete Sidewalk Cure and Seal Treatment.

52. Reheating HMA Pavement Longitudinal Joints Special, Item SPV.0170.01.

A Description

This special provision describes reheating the abutting edge of the previously compacted upper layer in the adjacent lane while paving mainline asphalt pavements.

B (Vacant)

C Construction

C.1 Equipment

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

Mount the heater on the paver inside the paver's automatic leveling device.

C.2 Reheating Joints

Evenly reheat at least an 8 inch (200 mm) wide strip of the previously compacted surface layer in the adjacent lane as follows:

- Reheat the joint to within 60 degrees F(15 degrees C) of the mix temperature at the paver auger. Joint temperature is to be measured immediately behind the heater.

The engineer may modify the required joint reheat temperatures to be cooler than specified to adjust for weather, wind, plant mix temperatures, warm asphalt type mixtures, and other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

D Measurement

The department will measure Reheating HMA Pavement Longitudinal Joints Special by the full 100-foot (40 m) survey station, acceptably completed as measured along the joint. The department will measure partial stations as full stations.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.01	Reheating HMA Pavement Longitudinal Joints	STA

Payment is full compensation for furnishing all the work required under this bid item.

53. Concrete Pavement 8-Inch Special, Item SPV.0180.01; 10-Inch Special, Item SPV.0180.02.

A Description

This special provision describes construction of doweled concrete pavement in accordance with standard specs 415, 710, and 715, as shown on the plans, and as hereinafter provided.

B Materials

B.1 Concrete Mixtures

Supplement standard spec 715.2 with the following:

Concrete mix designs shall be the responsibility of the contractor. Provide the concrete mix designs necessary to accommodate contractor's operations and contractor scheduling according to the traffic provisions and the prosecution and progress provisions included in the plan. At least seven business days before producing concrete, submit concrete mix documentation to the engineer for approval. Approval of the design mix does not relieve the contractor of the responsibility for meeting contractual requirements located within the traffic provisions and the prosecution and progress provisions.

If the geological composition of the coarse aggregate is primarily igneous or metamorphic materials, modify and supplement standard specs 415, 710, and 715 with the following:

1. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use up to 15% fly ash or slag, except for slip-formed work the contractor may use up to 20% slag. For ternary mixes use up to 25% fly ash and slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
2. One hundred percent of the aggregate shall pass the 1-inch sieve.
3. Use of recycled concrete for coarse aggregate will not be allowed.

C Construction

C.1 Construction Methods

Supplement standard spec 415.3.16.1 (2) as follows:

At anytime during pavement placement or after pavement placement, the engineer may require coring to supplement the probing testing operation for conforming thickness verification to compliment normal QV testing. The coring will be completed at department expense.

D Measurement

The department will measure Concrete Pavement (Inch) Special by area in square yards, completed in accordance with the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Pavement 8-Inch Special	SY
SPV.0180.02	Concrete Pavement 10-Inch Special	SY

Delete standard spec 415.5.3 and replace with special provision Project Concrete Crack Mitigation and Repair items.

54. Concrete Pavement Repair Special, Item SPV.0180.03; Concrete Pavement Replacement Special, Item SPV.0180.04; Base Patching Concrete Special, Item SPV.0180.05; Base Patching Concrete SHES Special, Item SPV.0180.06.

A Description

This special provision describes construction of Concrete Pavement Repair Special, Concrete Pavement Replacement Repair Special, Base Patching Concrete and Base Patching Concrete SHES in accordance with standard specs 390, 415, 416, and 710. QMP for these items shall be combined and covered under standard spec 716, as shown on the plans, and hereinafter provided.

B Materials**B.1 Concrete Mixtures**

Supplement standard spec 716.2 with the following:

Concrete mix design shall be the responsibility of the contractor. Provide the concrete mix designs necessary to accommodate the contractors operations and contractor scheduling according to the traffic provisions and prosecution and progress provisions included in the plan.

Chloride based accelerators shall be allowed in any concrete mixes that are specifically designed to meet opening strength within six hours or less within the time of placement to accommodate lane restrictions as specified in the contract.

QC slump testing is not required for any concrete mixture that has been approved and has at least 700 lbs of cement per cubic yard.

Random 28 day compressive strength cylinders are not required.

Any chemical admixture(s) to be used, other than air-entraining agents or water reducers from the department's approved list, must be approved in advance by the engineer. The water-cement ratio of the concrete mixture shall not exceed 0.40.

C Construction

C.1 General

Restrict lane operations as specified in the Traffic Section and the Prosecution and Progress Section. Perform work to cause the least possible inconvenience to traffic.

Prepare the base as specified in standard spec 211 using engineer-approved hand methods. Place the repair to the thickness of the contiguous pavement. In lieu of replacing base that was damaged or removed, the contractor will be allowed to place concrete to fill this area at no additional cost to the department.

C.2 Concrete Repair

Supplement standard spec 416.3.7 and standard spec 416.3.8.2 with the following:

Deposit concrete to require as little re-handling as possible, place and consolidate by hand with an immersion type vibrator, and strike off and finish flush with adjoining surfaces. Any finished surface within the repair that is 0.5 inches higher than the adjoining pavement shall be ground to match elevation. Any individual repair that, within its defined boundaries, has any finished surface that is 0.5 inch lower than the adjoining pavement shall be paid at 50% of the bid price within the individual repair. Repair areas greater than 15 feet in length shall meet the Surface Testing and Correction parameters as defined in standard spec 415.3.10.

Unless the plans show or the engineer directs otherwise, the department will not require ties to the existing adjoining pavement within repairs that are 15 feet or less in length.

Construct, cure, and protect as specified for concrete pavement repairs in standard spec 416.

C.3 Concrete Replacement

Placement of Concrete Pavement Replacement Special shall fall under standard spec 415.3.6 through standard spec 415.3.14.

C.4 Base Patching Concrete and SHES

Placement of Base Patching Concrete Special and Base Patching Concrete Special SHES shall fall under standard spec 390.3.

C.5 Opening to Traffic

Concrete Pavement Repair Special, Concrete Pavement Replacement Repair Special, Base Patching Concrete Special must attain a minimum compressive strength of 2500 psi before they can be opened to traffic. The opening strength shall be determined by maturity methods standard spec 502.3.10.1.3.3 or other engineer approved methods. If cylinders are used, the compressive strength shall be measured by testing concrete cylinders cured in the field on top of the slab, under the curing blanket. At least two cylinders shall be tested in determining the attained strength of concrete repairs for the purpose of opening the pavement to traffic.

The average of test results for the two cylinders shall be used to determine compliance, except that neither cylinder may be less than 10 percent below the required strength.

If opening is not controlled by maturity methods or cylinders, cores may be substituted.

C.6 Details

Details for the construction of these two items shall fall under SDD Concrete Pavement Repair and Replacement and plan details.

D Measurement

The department will measure Concrete Pavement Repair Special, Concrete Pavement Replacement Repair Special, Base Patching Concrete and Base Patching Concrete SHES by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.03	Concrete Pavement Repair Special	SY
SPV.0180.04	Concrete Pavement Replacement Special	SY
SPV.0180.05	Base Patching Concrete Special	SY
SPV.0180.06	Base Patching Concrete SHES Special	SY

Payment is full compensation for removing old pavement and disposing of removed materials; for preparing the base; for providing the concrete, curing and protecting concrete.

The department will pay separately for the following bid items Sawing Concrete, Drilled Tie Bars and Drilled Dowel Bars into existing pavement.

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (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 2 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process

a. Documentation Submittal

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
 - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office
6150 Fond du Lac Ave.
Milwaukee, WI 53218
Phone: 414-438-4583 / 608-266-6961
Fax: 414-438-5392
E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

10. Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- .. Yes, we will be quoting on the projects and items listed below
- .. No, we are not interested in quoting on the letting or its items referenced below
- .. Please take our name off your monthly DBE contact list
- .. We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

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

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

Primes

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office
- Ø Host information sessions not directly associated with a bid letting;
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Ø Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Ø 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

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs
- Ø Participate on advisory and mega-project committees
- Ø Sign up to receive the DBE Contracting Update
- Ø Consider membership in relevant industry or contractor organizations
- Ø 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 standard specifications:

450.3.2.1 General

Replace the entire text with the following effective with the January 2015 letting:

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
 - (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
 - (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.
-

450.5 Payment

Replace the entire text with the following effective with the January 2015 letting:

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
 - (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
 - (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
 - (4) The contractor is responsible for pavement performance. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
-

455.3.2.1 General

Replace paragraphs one and two with the following effective with the January 2015 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the December 2014 letting:

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 – 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 – 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.3.4 Cold Weather Paving**460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
- Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

460.4 Measurement

Add paragraph two as follows effective with the January 2015 letting:

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

460.5.1 General

Revise paragraph one as follows effective with the January 2015 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	DOL
460.4000	HMA Cold Weather Paving	TON

460.5.2.2 Disincentive for HMA Pavement Density

Revise paragraph two as follows effective with the January 2015 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.5.2.4 Cold Weather Paving

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

465.2 Materials

Replace paragraph two with the following effective with the December 2014 letting:

- (2) Under the other section 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: <http://www.dot.wi.gov/business/civilrights/laborwages/index.htm>

(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://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.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
DUNN 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	30.42	17.27	47.69
Carpenter	30.48	15.90	46.38
Cement Finisher	31.52	16.65	48.17
Electrician	29.72	18.24	47.96
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	14.86	0.00	14.86
Ironworker	34.15	22.05	56.20
Future Increase(s): Add \$1.35/hr on 5/1/2014; Add \$1.50/hr on 5/1/2015.			
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 and Christmas Day.			
Line Constructor (Electrical)	38.25	15.78	54.03
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	18.75	49.73
Roofer or Waterproofer	16.50	0.00	16.50
Teledata Technician or Installer	16.50	9.13	25.63
Tuckpointer, Caulker or Cleaner	35.28	10.61	45.89
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
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	16.89	47.49
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	21.75	12.70	34.45

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	24.52	17.77	42.29
Future Increase(s): Add \$1.30/hr on 6/1/2014. 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.			
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Pavement Marking Vehicle	23.31	17.13	40.44
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	23.31	17.13	40.44
LABORERS			
General Laborer	29.04	14.63	43.67
Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	24.36	15.08	39.44
Landscaper	29.04	14.63	43.67
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	25.67	14.63	40.30
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)	15.00	4.54	19.54
Railroad Track Laborer	13.50	2.48	15.98

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$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: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	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: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$

& 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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

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.	35.72	20.40	56.12
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

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.	35.17	20.40	55.57
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

Fiber Optic Cable Equipment.	20.00	8.21	28.21

SUPERSEDES DECISION W120120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: W1150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$29.04	14.53	1 & 2 Axles	25.18	18.31	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	29.14	14.53	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	25.38	18.31	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	29.19	14.53				
Group 4:	Line and Grade Specialist	29.39	14.53				
Group 5:	Blaster and Powderman	29.24	14.53				
Group 6:	Flagperson; Traffic Control	25.67	14.53				

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.
Unlisted classifications needed for work not included within the scope of the classifications listed
may be added after award only as provided in the labor standards contract clauses (29 CFR,
5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015.

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.42	16.97
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	34.15	22.05
Cement Mason/Concrete Finisher	31.52	16.30
Electrician	See Page 3	
Line Construction		
Lineman	40.81	32% + 5.00
Heavy Equipment Operator	38.77	32% + 5.00
Equipment Operator	32.65	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	22.45	32% + 5.00
Painters	24.11	12.15
Well Drilling:		
Well Driller	16.52	3.70

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

<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	\$37.72	\$20.93	(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.	\$36.72	\$20.93
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.	\$37.22	\$20.93	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.	\$36.46	\$20.93
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.	\$36.17	\$20.93
			Group 6: Off - road material hauler with or without ejector.....	\$30.27	\$20.93
			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: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

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	\$29.00	26.5%+ 9.15		
Area 2:				
Electricians.....	30.59	18.43	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 5	28.96	24.85% + 9.70		
Area 6	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.10	24.95% + 10.41	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	34.82	19.575		
Area 10	29.64	20.54	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 11	32.54	24.07		
Area 12	32.87	19.23	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13	33.93	22.67		
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician	25.63	17.21	Area 14 -	Statewide.
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 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 2 -	ASHLAND, BARRON, BAYFIELD, 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.

Wisconsin Department of Transportation

PAGE: 1

DATE: 12/30/14

REVISED:

SCHEDULE OF ITEMS

CONTRACT:
20150310036PROJECT(S):
7220-01-71
7600-02-70
7600-02-71FEDERAL ID(S):
WISC 2015150
N/A
WISC 2015151

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Contract Items

0010	204.0100 Removing Pavement	6,188.000 SY
0020	204.0105 Removing Pavement Butt Joints	338.000 SY
0030	204.0109.S Removing Concrete Surface Partial Depth	226,056.000 SF
0040	204.0110 Removing Asphaltic Surface	70.000 SY
0050	204.0150 Removing Curb & Gutter	1,954.000 LF
0060	204.0155 Removing Concrete Sidewalk	785.000 SY
0070	204.0165 Removing Guardrail	525.000 LF
0080	204.0195 Removing Concrete Bases	5.000 EACH
0090	204.0220 Removing Inlets	8.000 EACH

SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20150310036

7220-01-71

WISC 2015150

7600-02-70

N/A

7600-02-71

WISC 2015151

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.0245 Removing Storm Sewer (size) 01. 12-Inch	58.000 LF	.		.	
0110	205.0100 Excavation Common	3,718.000 CY	.		.	
0120	213.0100 Finishing Roadway (project) 01. 7220-01-71	1.000 EACH	.		.	
0130	213.0100 Finishing Roadway (project) 02. 7600-02-70	1.000 EACH	.		.	
0140	213.0100 Finishing Roadway (project) 03. 7600-02-71	1.000 EACH	.		.	
0150	305.0110 Base Aggregate Dense 3/4-Inch	259.000 TON	.		.	
0160	305.0120 Base Aggregate Dense 1 1/4-Inch	2,714.000 TON	.		.	
0170	312.0110 Select Crushed Material	240.000 TON	.		.	
0180	390.0303 Base Patching Concrete	230.000 SY	.		.	
0190	390.0403 Base Patching Concrete Shes	10.000 SY	.		.	

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7600-02-70
7600-02-71FEDERAL ID(S):
WISC 2015150
N/A
WISC 2015151

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	416.0610 Drilled Tie Bars	1,469.000 EACH	.		.	
0210	416.0620 Drilled Dowel Bars	3,782.000 EACH	.		.	
0220	455.0145 Asphaltic Material PG64-34p	230.000 TON	.		.	
0230	455.0605 Tack Coat	3,015.000 GAL	.		.	
0240	460.1110 Hma Pavement Type E-10	3,685.000 TON	.		.	
0250	460.2000 Incentive Density HMA Pavement	2,360.000 DOL	1.00000		2360.00	
0260	465.0105 Asphaltic Surface	7.000 TON	.		.	
0270	465.0110 Asphaltic Surface Patching	40.000 TON	.		.	
0280	465.0125 Asphaltic Surface Temporary	280.000 TON	.		.	
0290	520.8000 Concrete Collars for Pipe	8.000 EACH	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	601.0409 Concrete Curb & Gutter 30-Inch Type A	3,437.000 LF	.		.	
0310	601.0411 Concrete Curb & Gutter 30-Inch Type D	62.000 LF	.		.	
0320	601.0600 Concrete Curb Pedestrian	149.000 LF	.		.	
0330	602.0405 Concrete Sidewalk 4-Inch	9,902.000 SF	.		.	
0340	602.0515 Curb Ramp Detectable Warning Field Natural Patina	520.000 SF	.		.	
0350	602.2400 Concrete Safety Islands	995.000 SF	.		.	
0360	603.8000 Concrete Barrier Temporary Precast Delivered	750.000 LF	.		.	
0370	603.8125 Concrete Barrier Temporary Precast Installed	1,000.000 LF	.		.	
0380	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	64.000 LF	.		.	
0390	611.0430 Reconstructing Inlets	13.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	611.0624 Inlet Covers Type H	16.000 EACH	.		.	
0410	611.0639 Inlet Covers Type H-S	2.000 EACH	.		.	
0420	611.3230 Inlets 2x3-Ft	8.000 EACH	.		.	
0430	611.8110 Adjusting Manhole Covers	29.000 EACH	.		.	
0440	611.8115 Adjusting Inlet Covers	19.000 EACH	.		.	
0450	611.8120.S Cover Plates Temporary	37.000 EACH	.		.	
0460	614.0396 Guardrail Mow Strip Asphalt	380.000 SY	.		.	
0470	614.0905 Crash Cushions Temporary	2.000 EACH	.		.	
0480	614.2300 Mgs Guardrail 3	850.000 LF	.		.	
0490	614.2610 Mgs Guardrail Terminal EAT	1.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	616.0700.S Fence Safety	660.000				
		LF	.		.	
0510	619.1000 Mobilization	1.000				
		EACH	.		.	
0520	620.0300 Concrete Median Sloped Nose	36.000				
		SF	.		.	
0530	624.0100 Water	61.000				
		MGAL	.		.	
0540	625.0100 Topsoil	4,847.000				
		SY	.		.	
0550	628.1905 Mobilizations Erosion Control	26.000				
		EACH	.		.	
0560	628.1910 Mobilizations Emergency Erosion Control	8.000				
		EACH	.		.	
0570	628.2006 Erosion Mat Urban Class I Type A	4,847.000				
		SY	.		.	
0580	628.7005 Inlet Protection Type A	10.000				
		EACH	.		.	
0590	628.7015 Inlet Protection Type C	73.000				
		EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0600	629.0210 Fertilizer Type B	3.000 CWT	.		.	
0610	630.0140 Seeding Mixture No. 40	88.000 LB	.		.	
0620	630.0200 Seeding Temporary	131.000 LB	.		.	
0630	634.0614 Posts Wood 4x6-Inch X 14-FT	4.000 EACH	.		.	
0640	634.0616 Posts Wood 4x6-Inch X 16-FT	5.000 EACH	.		.	
0650	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	30.000 EACH	.		.	
0660	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	1.000 EACH	.		.	
0670	637.2210 Signs Type II Reflective H	130.000 SF	.		.	
0680	637.2215 Signs Type II Reflective H Folding	40.200 SF	.		.	
0690	637.2230 Signs Type II Reflective F	102.000 SF	.		.	

SCHEDULE OF ITEMS

REVISED:

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0700	638.2102 Moving Signs Type II	16.000 EACH	.		.	
0710	638.2602 Removing Signs Type II	24.000 EACH	.		.	
0720	638.3000 Removing Small Sign Supports	22.000 EACH	.		.	
0730	642.5001 Field Office Type B	1.000 EACH	.		.	
0740	643.0200 Traffic Control Surveillance and Maintenance (project) 01. 7220-01-71	106.000 DAY	.		.	
0750	643.0200 Traffic Control Surveillance and Maintenance (project) 02. 7660-02-70	33.000 DAY	.		.	
0760	643.0200 Traffic Control Surveillance and Maintenance (project) 03. 7660-02-71	47.000 DAY	.		.	
0770	643.0300 Traffic Control Drums	25,818.000 DAY	.		.	
0780	643.0420 Traffic Control Barricades Type III	4,307.000 DAY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0790	643.0500 Traffic Control Flexible Tubular Marker Posts	298.000 EACH	.		.	
0800	643.0600 Traffic Control Flexible Tubular Marker Bases	298.000 EACH	.		.	
0810	643.0705 Traffic Control Warning Lights Type A	1,122.000 DAY	.		.	
0820	643.0715 Traffic Control Warning Lights Type C	4,094.000 DAY	.		.	
0830	643.0800 Traffic Control Arrow Boards	187.000 DAY	.		.	
0840	643.0900 Traffic Control Signs	9,730.000 DAY	.		.	
0850	643.0920 Traffic Control Covering Signs Type II	34.000 EACH	.		.	
0860	643.1050 Traffic Control Signs PCMS	40.000 DAY	.		.	
0870	643.2000 Traffic Control Detour (project) 03. 7600-02-71	1.000 EACH	.		.	
0880	643.3000 Traffic Control Detour Signs	6,450.000 DAY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0890	646.0106 Pavement Marking Epoxy 4-Inch	21,600.000 LF	.		.	
0900	646.0126 Pavement Marking Epoxy 8-Inch	1,210.000 LF	.		.	
0910	646.0600 Removing Pavement Markings	5,520.000 LF	.		.	
0920	647.0156 Pavement Marking Arrows Epoxy Type 1	1.000 EACH	.		.	
0930	647.0166 Pavement Marking Arrows Epoxy Type 2	40.000 EACH	.		.	
0940	647.0176 Pavement Marking Arrows Epoxy Type 3	4.000 EACH	.		.	
0950	647.0256 Pavement Marking Symbols Epoxy	6.000 EACH	.		.	
0960	647.0306 Pavement Marking Symbols Bike Lane Epoxy	2.000 EACH	.		.	
0970	647.0336 Pavement Marking Symbols Bike Shared Lane Epoxy	25.000 EACH	.		.	
0980	647.0356 Pavement Marking Words Epoxy	19.000 EACH	.		.	

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CONTRACT:
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7220-01-71
7600-02-70
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WISC 2015150
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0990	647.0456 Pavement Marking Curb Epoxy	890.000 LF	.		.	
1000	647.0526 Pavement Marking Yield Line Symbols Epoxy 18-Inch	36.000 EACH	.		.	
1010	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	781.000 LF	.		.	
1020	647.0606 Pavement Marking Island Nose Epoxy	5.000 EACH	.		.	
1030	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	289.000 LF	.		.	
1040	647.0796 Pavement Marking Crosswalk Epoxy 24-Inch	2,638.000 LF	.		.	
1050	649.0100 Temporary Pavement Marking 4-Inch	21,393.000 LF	.		.	
1060	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	32,558.000 LF	.		.	
1070	649.1100 Temporary Pavement Marking Stop Line 18-Inch	84.000 LF	.		.	
1080	650.4000 Construction Staking Storm Sewer	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1090	650.5500 Construction Staking Curb Gutter And Curb & Gutter	1,758.000 LF	.		.	
1100	650.7000 Construction Staking Concrete Pavement	2,055.000 LF	.		.	
1110	650.8000 Construction Staking Resurfacing Reference	4,530.000 LF	.		.	
1120	650.8500 Construction Staking Electrical Installations (Project) 01. 7600-02-70	LUMP	LUMP		.	
1130	650.9910 Construction Staking Supplemental Control (Project) 01. 7220-01-71	LUMP	LUMP		.	
1140	650.9910 Construction Staking Supplemental Control (Project) 02. 7660-02-70	LUMP	LUMP		.	
1150	650.9910 Construction Staking Supplemental Control (Project) 03. 7660-02-71	LUMP	LUMP		.	
1160	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	686.000 LF	.		.	
1170	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	100.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1180	652.0800 Conduit Loop Detector	1,439.000 LF	.		.	
1190	652.0900 Loop Detector Slots	595.000 LF	.		.	
1200	653.0140 Pull Boxes Steel 24x42-Inch	4.000 EACH	.		.	
1210	653.0900 Adjusting Pull Boxes	28.000 EACH	.		.	
1220	653.0905 Removing Pull Boxes	9.000 EACH	.		.	
1230	654.0101 Concrete Bases Type 1	16.000 EACH	.		.	
1240	654.0113 Concrete Bases Type 13	2.000 EACH	.		.	
1250	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	.		.	
1260	655.0230 Cable Traffic Signal 5-14 Awg	1,823.000 LF	.		.	
1270	655.0240 Cable Traffic Signal 7-14 Awg	108.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1280	655.0260 Cable Traffic Signal 12-14 Awg	920.000 LF	.		.	
1290	655.0410 Communication Cable Installed In Conduit	1,800.000 LF	.		.	
1300	655.0515 Electrical Wire Traffic Signals 10 Awg	878.000 LF	.		.	
1310	655.0630 Electrical Wire Lighting 4 Awg	6,450.000 LF	.		.	
1320	655.0700 Loop Detector Lead In Cable	3,540.000 LF	.		.	
1330	655.0800 Loop Detector Wire	5,874.000 LF	.		.	
1340	655.0900 Traffic Signal Evp Detector Cable	440.000 LF	.		.	
1350	656.0200 Electrical Service Meter Breaker Pedestal (Location) 01. Cb1	LUMP	LUMP		.	
1360	657.0100 Pedestal Bases	16.000 EACH	.		.	
1370	657.0415 Traffic Signal Standards Aluminum 11-Ft	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1380	657.0420 Traffic Signal Standards Aluminum 13-Ft	11.000 EACH	.		.	
1390	657.0425 Traffic Signal Standards Aluminum 15-Ft	4.000 EACH	.		.	
1400	658.0110 Traffic Signal Face 3-12 Inch Vertical	12.000 EACH	.		.	
1410	658.0115 Traffic Signal Face 4-12 Inch Vertical	6.000 EACH	.		.	
1420	658.0215 Backplates Signal Face 3 Section 12-Inch	12.000 EACH	.		.	
1430	658.0220 Backplates Signal Face 4 Section 12-Inch	6.000 EACH	.		.	
1440	658.0416 Pedestrian Signal Face 16-Inch	10.000 EACH	.		.	
1450	658.0500 Pedestrian Push Buttons	20.000 EACH	.		.	
1460	658.0600 Led Modules 12-Inch Red Ball	12.000 EACH	.		.	
1470	658.0605 Led Modules 12-Inch Yellow Ball	12.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1480	658.0610 Led Modules 12-Inch Green Ball	12.000 EACH	.		.	
1490	658.0615 Led Modules 12-Inch Red Arrow	6.000 EACH	.		.	
1500	658.0620 Led Modules 12-Inch Yellow Arrow	12.000 EACH	.		.	
1510	658.0625 Led Modules 12-Inch Green Arrow	6.000 EACH	.		.	
1520	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	10.000 EACH	.		.	
1530	658.5069 Signal Mounting Hardware (Location) 01. Ush 12/Sth 29 & Red Cedar Street	LUMP	LUMP		.	
1540	690.0150 Sawing Asphalt	312.000 LF	.		.	
1550	690.0250 Sawing Concrete	16,874.000 LF	.		.	
1560	715.0415 Incentive Strength Concrete Pavement	2,360.000 DOL	1.00000		2360.00	
1570	ASP.1T0A On-The-Job Training Apprentice At \$5.00/Hr	2,000.000 HRS	5.00000		10000.00	

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			DOLLARS	CTS	DOLLARS	CTS
1580	ASP.1T0G On-The-Job Training Graduate At \$5. 00/Hr	630.000 HRS	5.00000		3150.00	
1590	SPV.0060 Special 01. Removing Hydrant	1.000 EACH	.		.	
1600	SPV.0060 Special 02. Hydrant	2.000 EACH	.		.	
1610	SPV.0060 Special 03. Gate Valve, 6-Inch	2.000 EACH	.		.	
1620	SPV.0060 Special 04. Gate Valve, 8-Inch	1.000 EACH	.		.	
1630	SPV.0060 Special 05. Adjusting Sanitary Manhole Covers Special	8.000 EACH	.		.	
1640	SPV.0060 Special 06. Adjusting Water Gate Valve Boxes	25.000 EACH	.		.	
1650	SPV.0060 Special 07. Abandon Water Lateral	4.000 EACH	.		.	
1660	SPV.0060 Special 08. Remove Overhead Sign	4.000 EACH	.		.	
1670	SPV.0060 Special 09. Remove Street Light	4.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1680	SPV.0060 Special 10. Install Salvaged Street Light And Concrete Base	3.000 EACH	.		.	
1690	SPV.0060 Special 11. Remove Pedestrian Signal Head	6.000 EACH	.		.	
1700	SPV.0060 Special 12. Remove Pedestrian Push Button	6.000 EACH	.		.	
1710	SPV.0060 Special 13. Remove, Salvage And Reinstall Traffic Signal Assembly	1.000 EACH	.		.	
1720	SPV.0060 Special 14. Concrete Bases Type 1 With Spread Footing	1.000 EACH	.		.	
1730	SPV.0060 Special 15. Pavement Marking Contrast Grooved Preformed Thermoplastic Words	4.000 EACH	.		.	
1740	SPV.0060 Special 16. Pavement Marking Contrast Grooved Preformed Thermoplastic Symbols	4.000 EACH	.		.	
1750	SPV.0060 Special 17. Pavement Marking Contrast Grooved Preformed Thermoplastic Yield Line 18-In	24.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1760	SPV.0060 Special 18. Furnish And Install Street Light And Concrete Base	2.000 EACH	.		.	
1770	SPV.0060 Special 19. Remove Inlet Casting	8.000 EACH	.		.	
1780	SPV.0060 Special 20. Temporary Inlet Casting	5.000 EACH	.		.	
1790	SPV.0060 Special 21. Furnish And Install Poles Type 12	2.000 EACH	.		.	
1800	SPV.0060 Special 22. Furnish And Install Monotube Arms 40-Ft	2.000 EACH	.		.	
1810	SPV.0090 Special 01. Watermain Ductile Iron 6-Inch	30.000 LF	.		.	
1820	SPV.0090 Special 02. Watermain Ductile Iron 8-Inch	54.000 LF	.		.	
1830	SPV.0090 Special 03. Sanitary Sewer 8-Inch Pvc	20.000 LF	.		.	
1840	SPV.0090 Special 04. Concrete Curb And Gutter Cure And Seal Treatment	3,648.000 LF	.		.	
1850	SPV.0090 Special 05. Locate And Lower Existing Conduit	240.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1860	SPV.0105 Special 01. Milling And Removing Temporary Joint	LUMP	LUMP			.
1870	SPV.0105 Special 02. Prepare Foundation For Asphaltic Paving - Special	LUMP	LUMP			.
1880	SPV.0105 Special 03. Rectangular Rapid Flashing Beacon System, Sth 25 & 17th Avenue	LUMP	LUMP			.
1890	SPV.0105 Special 04. Rectangular Rapid Flashing Beacon System, Sth 25 & 10th Avenue	LUMP	LUMP			.
1900	SPV.0105 Special 05. Remove, Salvage And Reinstall Sign Support Assembly	LUMP	LUMP			.
1910	SPV.0105 Special 06. Furnish And Install Traffic Signal Cabinet (Ush 12 & Red Cedar St)	LUMP	LUMP			.
1920	SPV.0105 Special 07. Temporary Crosswalk Access, Sth 25 & 24th Avenue	LUMP	LUMP			.
1930	SPV.0105 Special 08. Temporary Crosswalk Access, Sth 25 & 21st Avenue	LUMP	LUMP			.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1940	SPV.0105 Special 09. Temporary Crosswalk Access, Sth 25 & 20th Avenue	LUMP	LUMP			.
1950	SPV.0105 Special 10. Temporary Crosswalk Access, Sth 25 & 17th Avenue	LUMP	LUMP			.
1960	SPV.0105 Special 11. Temporary Crosswalk Access, Sth 25 & 13th Avenue	LUMP	LUMP			.
1970	SPV.0105 Special 12. Temporary Crosswalk Access, Sth 25 & 12th Avenue	LUMP	LUMP			.
1980	SPV.0105 Special 13. Bike Box Pavement Marking	LUMP	LUMP			.
1990	SPV.0105 Special 14. Construction Staking Curb Ramps	LUMP	LUMP			.
2000	SPV.0105 Special 15. Project Concrete Crack Mitigation And Repair Special 7220-01-71	LUMP	LUMP			.
2010	SPV.0105 Special 16. Project Concrete Crack Mitigation And Repair Special 7600-02-70	LUMP	LUMP			.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2020	SPV.0105 Special 17. Project Concrete Crack Mitigation And Repair Special 7600-02-71	LUMP	LUMP			.
2030	SPV.0165 Special 01. Concrete Sidewalk Cure And Seal Treatment	SF 9,902.000	.		.	
2040	SPV.0170 Special 01. Reheating Hma Pavement Longitudinal Joints Special	STA 90.500	.		.	
2050	SPV.0180 Special 01. Concrete Pavement 8-Inch Special	SY 5,352.000	.		.	
2060	SPV.0180 Special 02. Concrete Pavement 10-Inch Special	SY 607.000	.		.	
2070	SPV.0180 Special 03. Concrete Pavement Repair Special	SY 388.000	.		.	
2080	SPV.0180 Special 04. Concrete Pavement Replacement Special	SY 455.000	.		.	
2090	SPV.0180 Special 05. Base Patching Concrete Special	SY 3,220.000	.		.	
2100	SPV.0180 Special 06. Base Patching Concrete Shes Special	SY 100.000	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE