

HIGHWAY WORK PROPOSAL

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

Proposal Number:

19

| COUNTY | STATE PROJECT ID | FEDERAL PROJECT ID | PROJECT DESCRIPTION | HIGHWAY |
|-------------|------------------|--------------------|---|---------|
| Fond du Lac | 1420-22-71 | WISC 2015 578 | Fond du Lac Bypass CTH V Interchange | USH 151 |

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, \$ 100,000.00 Payable to: Wisconsin Department of Transportation Bid Submittal Due Date: November 10, 2015 Time (Local Time): 9:00 AM Contract Completion Time November 18, 2016 Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;">3%</div> | Attach Proposal Guaranty on back of this PAGE. Firm Name, Address, City, State, Zip Code <div style="text-align: center;">SAMPLE NOT FOR BIDDING PURPOSES</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 Common excavation, borrow excavation, base course, HMA pavement, concrete pavement, concrete curb and gutter, sign structures (S-20-41, S-20-42) and bridge construction (B-20-226). | |
| Notice of Award Dated | Date Guaranty Returned |

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- (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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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.

- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.
 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid ExpressTM web site.
 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpressTM web site reflecting the latest addenda posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

Use ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 ExpediteTM 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 ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1420-22-71, Fond du Lac Bypass, CTH V Interchange, USH 151, Fond du Lac 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 (20141107)

2. Scope of Work.

The work under this contract shall consist of common excavation, borrow excavation, base course, HMA pavement, concrete pavement, concrete curb and gutter, sign structures (S-20-41, S-20-42) and bridge construction (B-20-226) and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. The prefabricated vertical drains, drainage blanket and the bridge approach fills for B-20-226 have been placed under Project 1420-23-71 in 2015.

3. Prosecution and Progress.

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

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

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

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

Do not initiate Stage V3 closure of the southbound USH 151 left turn lane to CTH V before March 14, 2016.

Definitions

A weekday is a calendar day from Monday 6:00 AM to Friday 12:00 PM.

A weekend day is a calendar day from Friday 12:01 PM to Monday 5:59 AM.

Interim Liquidated Damages**USH 45**

Close USH 45 for a maximum of 30 calendar days to construct the intersection of Frontage Road with USH 45. Do not reopen until completing the following work: HMA pavement, pavement marking, permanent signing.

If the contractor fails to complete the work necessary to reopen USH 45 to traffic within 30 calendar days, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 30 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Northern Long-eared Bats (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have potential to inhabit the project limits.

There shall be no clearing for this contract, from April 1 to September 30 both dates inclusive, in order to avoid adverse impacts upon the NLEBs.

Notify project leader 14 days in advance of any work on box culverts or bridges to allow time for department to complete the Bats Presence Structure Inspection Form.

Submit a schedule and description of clearing and grubbing operations to the department 14 days prior to any clearing operations. The department will determine, based on schedule and scope of work, what erosion control shall be implemented prior to the start of clearing operations.

4. Traffic.

Complete the work under this contract in a staged sequence as shown in the plan. The traffic control plans show detail of the work zone activities and the routing of traffic for each stage and phase.

Clear Zone Working Restrictions

Do not store materials or equipment within the clear zone of traffic lanes which are not protected by temporary precast barrier. Remove materials from the clear zone prior to opening lane closures. Do not leave any slopes steeper than 3:1 or any drop offs at the edge of the traveled way greater than 2 inches within the clear zone which are not protected by temporary precast barrier prior to opening lane closures.

Do not perform heavy equipment work in the median at any time unless protected by concrete barrier in both directions except as allowed during night work with lane closures.

Do not perform heavy equipment work within 18 feet of the edge of the traveled way unless protected by concrete barrier or a lane closure during the allowed closure periods.

Park equipment a minimum of 30-feet from the edge of the traveled way. Equipment may be parked in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier.

If the contractor is unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work.
(NER41-20110217)

Opening Roundabouts

Do not open the roundabouts along CTH V and the Frontage Road at the end of Stage V4 to through traffic until the roundabout is completed including lighting, signing, pavement marking and all finishing items.

Wisconsin Lane Closure System Advanced Notification

Supplement standard spec 107.8 with the following:

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

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

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

Provide the engineer a detailed closure schedule weekly, by noon on Wednesday, that covers planned closures for the following two weeks. Include detailed information on the construction activity, location, type, duration, and time of closures. Verify with the engineer that the closure is approved in the Wisconsin Lane Closure System prior to implementing the closure. Immediately notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

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

| | |
|---------------------------------------|------------------|
| Lane and shoulder closures* | 14 calendar days |
| Full roadway closures | 14 calendar days |
| System and service ramp closures* | 14 calendar days |
| Full system and service ramp closures | 14 calendar days |
| Project start | 14 calendar days |
| Construction stage changes | 14 calendar days |
| Detours | 14 calendar days |
| Lane and shoulder closures** | 3 business days |
| System and service ramp closures** | 3 business days |
| Modifying all closure types | 3 business days |

* With height, weight, or width restrictions (available width, all lanes in one direction $\leq 16'$)

** Without height, weight, or width restrictions (available width, all lanes in one direction $> 16'$)

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

Non-compliance with the above requirements may result in non-approval of a closure.

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

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

Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

Rolling Closures

For structure-related work over live traffic lanes, including the setting of girders, both directions for USH 151 may be closed for periods not to exceed 20 minutes between the hours of 10:00 PM Sunday, Monday, Tuesday, Wednesday, and Thursday nights to the following morning at 5:00 AM. Allow all vehicle backups to clear the project area prior to setting up the next rolling closure during the above timeframe. The department has contracted with the Wisconsin State Highway Patrol to assist with traffic control

operations by setting up rolling roadblocks for these closures. Coordinate with Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719), on these road closures and provide 72 hours prior notice to the engineer.

Lane Width

Maintain traffic with a minimum of 11-foot travel lanes at all times on all roadways unless otherwise noted within this article, or in the plans.

General Access

U-Turns at existing maintenance crossovers or temporary crossovers between USH 151 northbound and southbound will be allowed when lane closures are in place for inside northbound and southbound passing lanes.

Construction operations affecting the traveling public's safety on USH 151 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

USH 151

Do not close lanes of USH 151 on weekend days in Stages V3. Use temporary tape for all continuous lane closures longer than seven calendar days.

The single lane remaining open to through traffic during lane closures on northbound and southbound USH 151 shall have a minimum clear width of 16' (including shoulders) from face to face of temporary barrier, parapet wall, beam guard, and/or traffic drums.

Coordinate lane closures and traffic control devices with project 1420-23-71, CTH T Overpass. If concurrent lane closures in the same direction are necessary for projects 1420-22-71 and 1420-23-71, connect the lane closures. Close the same lane (i.e. northbound inside lane) in both projects.

Prairie Trail

Keep Prairie Trail open to the public at all times. Provide necessary overhead protection to maintain the Trail during overhead construction on B-20-0226. Utilize flagging operations to maintain Trail traffic during stages V3, V5, V6A, and V6B for construction of the tie-ins between the temporary trail, the existing trail, and the permanent trail. Temporary Prairie Trail shall be paved with 2" of asphaltic surface, having an ADA compatible cross slope of 1.5%.

CTH V

Do not switch traffic from Old CTH V to New CTH V in Stage V5 until work on all of the interchange ramps is complete to the stage that they can be opened to traffic.

CTH V Business Access

Provide full access for the commercial entrance off the west side of the CTH V, immediately north of USH 151. Provide access to USH 151 via the existing intersection of CTH V and USH 151, or the new CTH V interchange using either the Park St. intersection

or a temporary drive connecting the business directly to CTH V. Contact the business owners seven days prior to each modification to the access. Do not provide an unpaved surface for more than 24 hours. When the surface is unpaved, at a minimum, provide 6" base aggregate dense 1¼-inch. When not under flagging operations, at a minimum, provide a clear width of 20'.

Private Driveways

Maintain access to all business driveways and private residence driveways on a minimum of crushed aggregate base course surface at all times except as follows. Close driveways for a maximum of seven calendar days due to roadway concrete paving. Close driveways for a maximum of seven calendar days for grading and placement of base aggregate and concrete paving for each driveway. Notify each business and/or each residence on the property a minimum of seven days prior to any driveway closures.

USH 45 Ramps

Close the ramps connecting USH 45 to USH 151 concurrent with the opening of the ramps connecting CTH V with USH 151. Post all entrance and exit ramps seven business days in advance of their closure with dates and time of closure. Place a portable changeable message sign seven days before the previous open entrance or exit ramp closure to advise traffic about the closure of the specific entrance or exit ramp.

5. Holiday and Other Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 151 or USH 45 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 periods:

- From noon Friday, May 27, 2016 to 6:00 AM Tuesday, May 31, 2016 for Memorial Day;
- From noon Friday, July 1, 2016 to 6:00 AM Tuesday, July 5, 2016 for Independence Day;
- From 6:00 AM Wednesday, July 13, 2016 to 6:00 AM Monday, July 18, 2016 for Fond du Lac County Fair;
- From noon Friday, September 2, 2016 to 6:00 AM Tuesday, September 6, 2016 for Labor Day.

The lane closures of NB USH 151 and SB USH 151 in stages V4, V5, V6 and V7 are allowed during the Labor Day restriction in 2016. USH 151 shall be restored to 4 lane traffic during all other restriction periods.

Do not restrict the maximum width on USH 45 to less than 16' from 6:00 AM Monday July 11, 2016 to 6:00 AM Tuesday, July 19, 2016.

Prior to preparing bids, verify the dates of each festival or event listed to obtain current dates for work restrictions.

6. Utilities.

This contract comes under the provision of Administrative Rule Trans 220.
107-065 (20080501)

There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the Regional Office during normal working hours.

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility to begin its work.

Alliant Energy – Electric

Alliant Energy has existing overhead and underground electric facilities located throughout the project area with multiple crossings. Overhead facilities run north/south along the west side of existing CTH V and east/west along the north side of existing Reinhardt Road. Underground facilities run along Wildlife Drive and near the intersection of Park Avenue and existing CTH V.

Alliant Energy has existing overhead and underground electric facilities from approximately 397'NB'+00 on the west side of USH 45 to the south, crossing the proposed Frontage Road at 140'EB'+00 and continuing to the south crossing USH 151 at 1305'RL'+12 where then it follows the south right-of-way of USH 151 and along the west side of USH 45 to the end of project. An underground limb jets out to the west at 395'NB'+50 from the overhead that travels along the west side of USH 45. An underground line crosses USH 45 at station 394'NB'+50 and heads east.

Alliant Energy has replaced and relocated the existing overhead and underground facilities that are in conflict with proposed improvements.

Alliant installed new underground electric facilities along the west side of existing CTH V from approximately station 112'NB'+00 until just south of Lighthouse Village Road where a new pole was located at approximately station 91'OV'+79, 151' RT. The overhead line proceeds north on existing ATC poles crossing USH 151 and continuing north attached to ATC poles.

Alliant removed the overhead electric crossing at station 13'OV'+91 and removed the pole at station 14'OV'+43, 86' RT. The underground service heading southwest from the pole at station 13'OV'+70 LT was replaced to avoid conflicts.

Alliant will relocate jointly with ATC for the overhead structure support located at station 105'WB'+ 60 LT that will be removed and replaced with a new overhead structure located at station 105'WB' + 60, 27' LT. The new structure supporting Alliant's lines will be placed within the terrace area between the back of curb and sidewalk.

Alliant removed the pole located at station 141'NB'+57, 28' RT and installed a new pole at station 141'NB'+64, 39' RT. The overhead crossing to this new pole from the pole on the west side of CTH V is preserved and raised to meet vertical clearance standards.

Alliant removed the pole located at station 143'NB'+03, 26' RT and installed a new pole at station 143'NB'+07, 36' RT. The overhead crossing to this new pole from the pole on the west side of CTH V is preserved and raised to meet vertical clearance standards.

Alliant removed the pole located at station 146'NB'+92, 26' RT and installed a new pole at station 146'NB'+92, 35' RT. The overhead crossing to this new pole from the pole on the west side of CTH V is preserved and raised to meet vertical clearance standards.

Alliant removed existing overhead electric poles and lines from the north side of Reinhardt Road between existing CTH V and station 123'RE'+00 LT. New overhead facilities are placed along the south right-of-way of proposed Reinhardt Road with an overhead crossing located at approximately station 123'RE'+00 and ties back into the existing overhead system heading easterly along the north side Reinhardt Road.

Alliant installed a new underground electric crossing underneath the Frontage Road from the existing pole located at station 139'EB'+64, 67' RT. The underground crossing crossed at station 139'EB'+64.

Alliant removed the pole and anchors at station 141'EB'+64, 45' LT and installed a new pole at station 141'EB'+88, 83' LT. The existing underground electric in this area will be abandoned and new underground electric is installed from the new pole location southerly along the right-of-way line.

All relocations are completed prior to construction except for the joint relocation associated with ATC. There should be no conflicts with the new facilities that are in place. Existing underground cables, as shown on the plans, are discontinued in place. All utilities should be assumed energized until verified by Alliant Energy personnel.

Contact: Bill Bastian
(920) 322-6716
William.bastian@alliantenergy.com

Alliant Energy – Gas

Alliant Energy has existing underground gas facilities located throughout the project area. The underground facility runs north/south along the west side of existing CTH V, east/west along the south side of existing Reinhardt Road and east/west along the north side of Wildlife Drive.

Alliant Energy has existing underground gas facilities from approximately 397'NB'+00 on the west side of USH 45 to the south, crossing the proposed Frontage Road at 140'EB'+00 and continuing to the south, crossing USH 151 at 1305'RL'+12 where then it follows the south right-of-way of USH 151 and along the west side of USH 45 to the end of project.

Alliant Energy has replaced and relocated the existing underground facilities that are in conflict with proposed improvements.

Alliant installed a new 4" plastic underground gas facility along the west side of CTH V near the right-of-way from station 107'NB'+00 to station 147'NB'+00 at various offsets to avoid conflicts with proposed construction. The new underground gas crossing of USH 151 was directional bored at a depth to avoid conflicts with proposed construction.

Alliant has discontinued in place an existing 4" steel underground gas facility along the west side of CTH V from station 107'NB'+00 to station 147'NB'+00 at various offsets that are in conflict with proposed construction. This included abandoning the underground gas line heading east at approximately station 15'OV'+00 RT.

Alliant installed a new 4" plastic underground gas crossing of proposed CTH V at station 112'NB'+00.

Alliant has discontinued in place an existing 4" plastic underground gas crossing of proposed CTH V at station 133'NB'+42.

Alliant replaced the underground gas service crossings at station 142'NB' +84 and at station 143'NB'+64.

The existing underground gas facility from station 147'NB'+00 to the end of the project will remain in service during construction with no anticipated conflicts.

Alliant has discontinued in place the existing 4" plastic underground gas line from the south side of Reinhardt Road between existing CTH V and station 123'RE'+20 RT.

Alliant will install a new 4" plastic underground gas facility along the south right-of-way of proposed Reinhardt Road and will tie back into the existing underground system at approximately station 123'RE'+20 RT where it will continue to head easterly along the south side Reinhardt Road.

The existing 10" steel high pressure underground gas facility crossing the Frontage Road at station 139'EB'+87 will remain in place with no conflicts anticipated.

The existing 10" steel high pressure underground gas facility crossing along the north side of the Frontage Road from station 139'EB'+87 to station 141'EB'+67 will remain in place with no conflicts anticipated.

All relocations are completed prior to construction. There should be no conflicts with the new facilities that are in place. Existing underground gas main and services, as shown on the plans, are discontinued in place. All utilities should be assumed energized until verified by Alliant Energy personnel.

Contact: Bill Bastian
(920) 322-6716
William.bastian@alliantenergy.com

ATC Management – Electric Transmission

ATC has existing overhead electric 138kV transmission facilities located throughout the project. ATC has overhead facilities located on the west side of existing CTH V running north/south the entire project length of CTH V. This facility has an overhead crossing of both Old CTH V North and Park Avenue. This facility also branches off with a transmission facility that heads west from an overhead structure located in the northwest quadrant of USH 151 and CTH V. ATC also has overhead facilities located near the frontage road connection with USH 45 running in an east/west fashion. This facility has an overhead crossing of the frontage road at station 141'EB'+50, USH 45 at station 392'NB'+50 and USH 151 at station 1319'RL'+00.

ATC has an existing overhead structure support located at station 105'WB'+60 LT that will be removed and replaced with a new overhead structure located at station 105'WB'+60, 27' LT. The new structure will be placed within the terrace area between the back of curb and sidewalk.

ATC has an existing overhead structure support located at station 142'EB'+00 LT that will be removed and replaced with a new overhead structure located at station 141'EB'+90, 33' LT.

The anticipated start date for both removals and replacements is October 13, 2015 and is anticipated to be complete by January 15, 2016.

Overhead lines will remain energized within the work area during roadway construction. Maintain OSHA electrical approach distances to 138 kV lines at all times. Use caution at all times while working around all transmission facilities. Notify ATC at least five working days prior to any excavation within 20 feet of STC structures.

The following activities within 40 feet of either side of the ATC transmission must be reviewed and approved by ATC prior to commencement:

- Placement of temporary fill material.
- Storage of spoils.
- Any changes in final plan grades.
- Any changes to existing grade where no earthwork is planned.

ATC anticipates construction activity to be complete by January 15, 2016. If construction activity by ATC is concurrent with construction, Contractor shall provide unrestricted access to ATC work areas during ATC construction and to all areas during any electrical system emergencies.

ATC will coordinate with Alliant Energy and Charter during ATC's construction operations for adjustment and attachment of their facilities that co-exist on ATC overhead structures.

Contact ATC for an actual schedule of construction.

No other conflicts are anticipated.

Contact: Jim Briggs
 (262) 506-6974
 jbriggs@atcllc.com

AT&T – Communication

AT&T has existing underground communication facilities located throughout the project area. Underground facilities are located along the east side of CTH V and cross proposed and existing CTH T in numerous locations. Underground facilities exist on the north side of Reinhardt Road, cross underneath USH 151, frontage road near USH 45, USH 45 and along the east side of USH 45 until off the end of the project.

AT&T has (1) copper cable along the east right-of-way of CTH V from station 146'NB'+85 RT to Reinhardt Road where it terminates in an existing crossbox in the NE quadrant of CTH V and Reinhardt Road. This cable is in conflict with proposed grading, storm sewer installations and sidewalks and was replaced along the west right-of-way line of Old CTH V from an existing pedestal near Station 146'NB'+85 RT to an existing pedestal at Station 10'OV'+70 RT where it ties into the existing cable going south (which will remain in place) to the crossbox. The new cable is placed at sufficient depth as to avoid conflict with proposed grading and storm structures as well as existing utilities in the area. The pedestal at station 10'OV'+70RT is adjusted to match the final fill elevation. The existing cable is discontinued in place and the associated pedestals removed. The pedestal at station 146'NB'+85RT has been relocated outside the sidewalk footprint as part of the cable replacement. This work is complete prior to construction.

AT&T has one buried copper cable which extends north from a pedestal at station 100'V'+70 RT north and crosses Old CTH V near Station 12'OV'+70 to feed the service station on the west side of Old CTH V. This cable is in conflict with proposed grading near Station 11'OV'+00. This cable has been replaced in the same trench as above and picks up the existing cable at the right-of-way line near Station 12'OV'+70 LT. The existing cable is discontinued in place. This work is complete prior to construction.

AT&T has one copper cable which extends west from the crossbox located in the NE quadrant of CTH V and Reinhardt Road which crosses Old CTH V and continues west beyond the project limits. This cable is not in conflict and will remain in place.

AT&T has one copper cable which extends south from the crossbox located in the NE quadrant of CTH V and Reinhardt Road to the south side of Old Reinhardt Road. This cable is not in conflict and will remain in place.

AT&T has one copper cable which extends south along Old CTH V from a pedestal in the SE quadrant of Old Reinhardt Road to beyond the south project limits. This cable is in conflict with proposed ditching from Station 98'RE'+00 RT to Station 98'RE'+50 RT. This cable has been lowered to a depth of 6' to accommodate the grade changes in this area. In addition, the pedestal in proposed pavement near Station 98'RE'+00 RT is removed and the associated splice buried to avoid conflict. The remaining portion of the cable will remain in place during construction. This work is complete prior to construction.

AT&T has one copper cable which extends west from a pedestal in the SE quadrant of Old Reinhardt Road to the west right-of-way line of Old CTH V then turns south and feeds lateral cables going west into the Wildlife Drive subdivision. This cable is in conflict with proposed ditch grading near Station 90'RE'+25 LT. This cable has been replaced from the aforementioned pedestal west to an existing pedestal along the west right-of-way line of Old CTH V near Station 91'RE'+75 RT at sufficient depth to accommodate the proposed grading. The existing cable is discontinued in place. This work is complete prior to construction.

AT&T has one copper cable which extends east from the crossbox located in the NE quadrant of Old CTH V and Old Reinhardt Road to beyond the east project limits. This cable has been replaced along the south right-of-way of New Reinhardt Road from beyond the west limits to a pedestal near station 108'NB'+75 RT of New CTH V. The cable is placed along the new right-of-way line at sufficient depth to accommodate the proposed grades and provide clearance for the installation of Alliant's pole line. The existing cable is discontinued in place or removed where aerial along with any associated poles. This work is complete prior to construction.

AT&T has one copper cable and one fiber cable in the same trench from a pedestal along the east side of USH 45 near Station 398'NB'+60 RT south to where it crosses USH45 near Station 396'NB'+35 to the west right-of-way line of USH45. The cable continues to follow the right-of-way fence line south and west and crosses the proposed Frontage Road near Station 140'EB'+05 before continuing south beyond the project limits. These cables

may be in conflict with proposed storm sewers near station 140'EB'+05 and station 397'NB'+40. These cables were potholed to determine their elevation and adjusted to provide up to 1' of clearance (if required). The cables should not be conflict with proposed grading in the area and will remain in place.

All relocations are completed prior to construction. There should be no conflicts with the new facilities that are in place.

Contact: Chuck Bartelt
(920) 929-1013
cb1461@att.com

Charter – Communication

Charter has existing overhead and underground communication facilities located throughout the project area with overhead facilities coexisting with both ATC and Alliant Energy overhead poles. Overhead and underground facilities are located on the west side of existing CTH V running north/south with multiple crossings. There is an underground crossing of USH 151 west of CTH V with no anticipated conflicts. Overhead facilities cross both Lighthouse Village Road and Wildlife Drive. Overhead facilities are located on the north side of existing Reinhardt Road running east/west. An underground facility exists on the east side of USH 45 running north and south.

Charter has relocated conflicting overhead and underground facilities jointly with Alliant Energy – Electric prior to construction.

The underground crossing of USH 151 west of CTH V will remain in service with no anticipated conflicts.

All relocations are completed prior to construction except for the joint relocation associated with ATC. There should be no conflicts with the new facilities that are in place. Existing underground cables, as shown on the plans, are discontinued in place. All utilities should be assumed energized until verified by Charter personnel.

Contact: Bruce Henry
(608) 826-1619
bruce.henry@charter.com

City of Fond du Lac – Sanitary Sewer

The City of Fond du Lac has existing underground sanitary sewer facilities located within the project limits. Underground sanitary sewer facilities run along existing CTH V from the south end of the project near station 13'OV'+00 to the north at Mustang Lane. An existing underground sanitary sewer line and manhole stub exists north of the frontage road at station 126'EB'+50, LT. Underground sanitary sewer facilities also run from approximately station 97'OV' + 25 to just north of USH 151 on existing CTH V.

The City of Fond du Lac has relocated a sanitary sewer manhole from its current location of station 126'EB'+65, 78' LT to station 126'EB'+65, 103' LT and the existing sanitary sewer pipe is removed.

The City of Fond du Lac requires sanitary sewer manhole reconstruction or adjustment by the Contractor at the following locations for existing sanitary sewer lines and associated appurtenances to remain:

1. Station 143'NB'+21, 24' RT – Adjusting Sanitary Manhole Cover
2. Station 143'NB'+96, 16' RT – Adjusting Sanitary Manhole Cover
3. Station 240'SB'+02, 85' LT – Reconstruct Sanitary Sewer Manhole
4. Station 106'EB'+13, 37' RT – Reconstruct Sanitary Sewer Manhole
5. Station 12'OV'+99, 29' RT – Adjusting Sanitary Manhole Cover
6. Station 95'OV'+55, 83' RT – Adjusting Sanitary Manhole Cover

No other conflicts are anticipated.

Contact: Paul DeVries
(920) 322-3473
pdevries@fdl.wi.gov

City of Fond du Lac – Water

City of Fond Du Lac has existing underground water facilities located throughout the project area. Underground water facilities run north/south on the west side of existing CTH V from Wildlife Drive north to the end of project. Underground water facilities also run down center of Wildlife Drive, Lighthouse Village Road and Park Avenue.

The City of Fond du Lac requires water valve and water service curb stop adjustments by the Contractor at the following locations for existing water lines and associated appurtenances to remain:

1. Station 269'VAA'+13, 43' RT – Adjusting Water Valve
2. Station 105'EB'+36, 38' RT – Adjusting Water Valve
3. Station 105'EB'+56, 33' RT – Adjusting Water Valve
4. Station 143'NB'+58, 20' LT – Adjusting Water Valve
5. Station 144'NB'+23, 29' RT – Adjusting Water Service Curb Stop
6. Station 145'NB'+94, 35' RT – Adjusting Water Service Curb Stop
7. Station 146'NB'+70, 28' LT – Adjusting Water Service Curb Stop
8. Station 147'NB'+24, 29' RT – Adjusting Water Service Curb Stop
9. Station 11'OV'+05, 38' LT – Adjusting Water Valve
10. Station 13'OV'+08, 25' LT – Adjusting Water Valve
11. Station 95'OV'+45, 90' RT – Adjusting Water Valve

If the contractor requires additional adjustment materials and/or supplies to properly adjust the facilities described above, contact the City of Fond du Lac Water Utility for the necessary items.

The City of Fond du Lac has fire hydrants that must be adjusted. The City of Fond du Lac will adjust them concurrently with construction operations under this contract at the following locations:

1. Station 143'NB'+49, 28' LT – Fire Hydrant
2. Station 10'OV'+98, 43' LT – Fire Hydrant

No other conflicts are anticipated.

Contact: Kathy Scharf
(920) 322-3682
kscharf@fdl.wi.gov

Town of Empire Sanitary District #1 – Sanitary Sewer

Town of Empire Sanitary District #1 has an existing underground sanitary facility located along the west side of the USH 45 corridor within the project limits. Underground sanitary facilities run from north to south on the west side of existing USH 45 crossing underneath USH 151 at station 1311'RL'+85 and the Frontage Road at station 142'EB'+80.

Conflicts are not anticipated.

Contact: Max Franzen
(920) 322-1726
maxwell.f@ExcelEngineer.com

Town of Fond du Lac Sanitary District #4 – Sanitary Sewer

Town of Fond du Lac Sanitary District #4 has existing underground sanitary facilities located within the project limits. An underground sanitary facility crosses underneath USH 151 at station 1303'RL'+50 and underneath the frontage road at station 137'EB'+50. A sanitary sewer extension parallels the north side of the frontage road from station 129'EB'+00 LT to 137'EB'+50 LT. A separate underground sanitary facility crosses underneath USH 45 at station 392'NB'+55 and crosses underneath the frontage road at station 141'EB'+55.

The town of Fond du Lac Sanitary District #4 has discontinued in place the three sanitary manholes from station 129'EB'+00 LT to 137'EB'+50 LT and slurry filled with concrete plugs the three lengths of sanitary sewer line connecting these manholes. The manhole located at station 137'EB' + 50 LT will be preserved and remain in service with no anticipated conflicts.

All work is complete prior to construction and no other conflicts are anticipated.

Contact: Max Franzen
(920) 322-1726
maxwell.f@ExcelEngineer.com

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Bryan Learst at (920) 492-4139.
107-054 (20080901)

8. Environmental Protection, By-Pass Pumping.

Supplement standard spec 107.18 as follows:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.
(NER 11-0711)

9. Construction Dewatering.

This work shall conform with all local and state regulations, including, but not limited to, pertinent parts of the Wisconsin Administrative Code, Chapters NR 100-299, and requirements of the Erosion Control Implementation Plan (ECIP). Perform all work necessary to control, handle, and dispose of groundwater and surface water. Prior to any water from the dewatering system being discharged into a local ditch system or river, pump or drain the water to a sediment basin. Location and design of all sediment basins shall be approved by the engineer. Discharge from sediment basins shall be essentially clear and shall not cause siltation or flooding in any existing drainage ditch or river. The cost of performing this work will not be paid for as a separate bid item but included with other items of work in the contract.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment, drainage and disposal facilities. Notify the engineer of any dewatering activities, obtain any permits necessary to discharge water, and provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin. If evidence of contamination, such as petroleum or organic product film or odors, is encountered, suspend dewatering activities and notify the environmental consultant to obtain guidance for the management of contaminated water.
(NER11-0127)

10. 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.

Delete standard spec 107.8 (4) and replace with the following:

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

Fond du Lac County Sheriff's Department
Wisconsin State Patrol
US Post Office
City of Fond du Lac Fire Department
Fond du Lac School District

The Fond du Lac County Public Safety Communications 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

11. Coordination with Businesses.

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and hold two meetings per month thereafter.
108-060 (20030820)

12. Notice to Contractor – Street Sweeping.

All street sweeping due to contractors hauling operations is considered incidental to the contract. The contractor is responsible for keeping all public roadways clean and free from dirt and debris at all times. For this work provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

Cleaning of the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic will be paid for under the contract item Street Sweeping.

13. Survey Monument Coordination.

Notify the Northeast Regional Survey Coordinator, Cormac McInnis 920-492-5638, at least 30 days prior to the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (prior to restoration) the contractor shall again notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset.
(NER14-0429)

14. Removing Manholes, Item 204.0210; Removing Inlets, Item 204.0220.

Add the following to standard spec 204.3:

Salvage all manhole and inlet castings for the Fond du Lac County Highway Department by placing the salvaged items inside of the highway right-of-way but outside of the construction limits. Contact Tom Janke at the Fond du Lac County Highway Department at (920) 929-3488 to arrange for pick up.

15. Removing Crash Cushions, Item 204.9060.S.01.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Crash Cushions as each individual removed crash cushion, completed.

E Payment

Supplement standard spec 204.5 to include the following:

| ITEM NUMBER | DESCRIPTION | UNIT |
|--------------------|-------------------------|------|
| 204.9060.S.01 | Removing Crash Cushions | Each |
| 204-025 (20041005) | | |

16. Removing State Owned Barrier, Item 204.9090.S.01.**A Description**

This special provision describes removing state-owned barrier that was previously placed under a separate contract in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C (Vacant)****D Measurement**

The department will measure Removing State Owned Barrier as each individual removed barrier, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

| ITEM NUMBER | DESCRIPTION | UNIT |
|--------------------|------------------------------|------|
| 204.9090.S.01 | Removing State Owned Barrier | LF |
| 204-025 (20041005) | | |

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

- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

A.2 Contractor Testing for Small Quantities

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

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

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

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

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

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

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

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

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

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

1. Control limits are at the upper and lower specification limits.
2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.

- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

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

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

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20100709)

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

A Description

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

B (Vacant)

C Construction

C.1 Quality Control Plan

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

C.2 Personnel

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

C.3 Equipment

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

C.4 Testing

C.4.1 Run and Reduction Parameters

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

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

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

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

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

C.4.3 Verification Testing

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

C.4.4 Documenting Profile Runs

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

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

The ProVAL software is available for download at:

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

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

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

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

C.5 Corrective Actions

C.5.1 General

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

C.5.2 Corrective Actions for Localized Roughness

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

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

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

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

C.5.3 Corrective Actions for Excessive IRI

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

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

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

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

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

C.6 Dispute Resolution

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

- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

D Measurement

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

E Payment

E.1 Payment for Profiling

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

E.2 Pay Adjustment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------|------|
| 440.4410.S | Incentive IRI Ride | DOL |

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

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

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

| HMA I | |
|--------------------------------------|--|
| Initial IRI (inches/mile) | Pay Adjustment^[1] (dollars per standard segment) |
| < 30 | 250 |
| ≥ 30 to < 35 | 1750 – (50 x IRI) |
| ≥ 35 to < 60 | 0 |
| ≥ 60 to < 75 | 1000 – (50/3 x IRI) |
| ≥ 75 | -250 |

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

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

^[1] If the department will not assess a ride disincentive for HMA pavement placed in cold weather because of a department-caused delay as specified in 450.5(4) of the contract additional special provisions (ASP 6).

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

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

19. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.

A Description

This special provision describes reheating the abutting edge of the previously compacted 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 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. Measure joint temperature immediately behind the heater.

The engineer may allow the required joint reheat temperatures to be cooler than specified to adjust for weather, wind, 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 by the linear foot, acceptably completed, as measured along each joint for each layer of asphalt placed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| 460.4110.S | Reheating HMA Pavement Longitudinal Joints | LF |

Payment is full compensation for furnishing all the work required under this bid item.
460-015 (20140630)

20. QMP HMA Pavement Nuclear Density.

A Description

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.

- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:
<http://www.atwoodsystems.com/mrs>

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, 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.2 Testing

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain

information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft^3 . Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft^3 and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft^3 of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge

from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).

- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

| Lane Width | No. of Tests | Transverse Location |
|---------------------------|---------------------|------------------------------|
| 5 ft or less | 1 | Random |
| Greater than 5 ft to 9 ft | 2 | Random within 2 equal widths |
| Greater than 9 ft | 3 | Random within 3 equal widths |

Table 1

B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.

- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

| Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage | Minimum Number of Tests Required |
|---|---|
| 25 to 100 tons | 1 |
| 101 to 250 tons | 3 |
| 251 to 500 tons | 5 |
| 501 to 750 tons | 7 |

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

- (1) Determine the pavement density as specified in B.4.2.1.

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) Determine the pavement density as specified in B.4.2.1.

B.4.2.4 Documentation

- (1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-correlated gauge is used for contractor QC tests.

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the 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.

E.2 Disincentive for HMA Pavement Density

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

| Percent Lot Density Above Minimum | Pay Adjustment Per Ton |
|--|-------------------------------|
| From -0.4 to 1.0 inclusive | \$0 |
| From 1.1 to 1.8 inclusive | \$0.40 |
| More than 1.8 | \$0.80 |

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
460-020 (20100709)

21. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

A Description

This special provision describes furnishing and placing stainless steel reinforcing bars.

Conform to standard spec 505 as modified in this special provision.

B Materials

B.1 General

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or

S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

B.2 Fabrication

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

B.3 Control of Material

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

C Construction

C.1 General

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1-inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1-inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8-inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

D Measurement

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

The department will measure the Bar Couplers Stainless bid items as each individual coupler, 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 |
|-------------|---|------|
| 505.0800.S | Bar Steel Reinforcement HS Stainless Structures | LB |

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

22. Concrete Staining Multi-Color B-20-226, Item 517.1015.S.01.

A Description

Furnish and apply a multi-color concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products
 Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied in accordance to manufacturer's recommendations:

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

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department:

Tri-Sheen Concrete Surfacers, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials in accordance to the product manufacturer's specifications for the type and condition of application required.

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

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish in accordance to standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

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

C.3 Staining Concrete Surfaces

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

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

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration. Stain the joints between stones produced by the form liner to create the appearance of grouted joints.

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces in accordance to the plan.

D Measurement

The department will measure Concrete Staining Multi-Color (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| 517.1015.S.01 | Concrete Staining Multi-Color B-20-226 | SF |

Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels.
517-115 (20140630)

23. Architectural Surface Treatment B-20-226, Item 517.1050.S.01.

A Description

Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than 1/4-inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set “break-backs” at a minimum of 3/4-inches from the finished concrete surface.

C Construction

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer’s recommendations.

Apply form release per manufacturer’s recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than 1/4-inch from each other, attach liner securely to forms in accordance to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, 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 |
|---------------|--|------|
| 517.1050.S.01 | Architectural Surface Treatment B-20-226 | SF |

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

517-150 (20110615)

24. Salvaged Topsoil.

Replace standard spec 625.3.2 (3) with the following:

Under the salvaged topsoil bid item, remove all the topsoil (humus-bearing soil), to the underlying sterile soil layer, within the proposed roadway foundation (limits of assumed one-to-one slopes extending outward and downward from the subgrade shoulder points). Excavate topsoil up to one foot in depth, with no additional compensation, to produce sufficient volumes to cover the designated salvaged topsoil or topsoil areas to the depths required. Topsoil material lying more than one foot below the original ground, not required for the item of salvaged topsoil or topsoil, will be paid for as common excavation. Salvage topsoil from embankment areas outside the roadway foundation if additional material is required to cover the slopes.
(NCR-080604)

25. Traffic Control.

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

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

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

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

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

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

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

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

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

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

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

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

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure

water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

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

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Tape Application

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

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

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

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

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

D Measurement

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

E Payment

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

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

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.
646-022 (20120615)

27. Anchor Assemblies Light Poles on Structures, Item 657.6005.S.

A Description

This special provision describes furnishing and installing anchor bolt assemblies for light poles as shown on the plans, and as hereinafter provided.

B Materials

Furnish anchors of the size and spacing as given on the plans, and that conform to ASTM A449 or AASHTO M314 GR 55. The upper 8 inches of the bolts, nuts, and washers shall be hot-dipped galvanized in accordance to ASTM A153, Class C. Provide enlarged threads on nuts for proper fit after galvanizing.

C Construction

Provide two nuts and two washers per anchor bolt, and install per light standard manufacturer's recommendations.

D Measurement

The department will measure Anchor Assemblies Light Poles on Structures as a unit for each individual anchor bolt assembly, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| 657.6005.S | Anchor Assemblies Light Poles on Structures | Each |

Payment is full compensation for furnishing and installing the anchorages.
657-060 (20100709)

28. Furnishing and Planting Plant Materials.

Perform the work under this item in accordance with the plans, standard spec 632 as shown on the plans, and as hereinafter provided.

Add the following to standard spec 632.2.1:

Ensure all plants are grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

Replace standard spec 632.2.2.8 (1) with the following:

Furnish a list of sources for plants in accordance with standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

Add the following to standard spec 632.2.3.4:

Submit planting mixture for review and approval by the engineer before use on project. The engineer reserves the right to reject planting mixture that does not conform to the specifications and/or does not come with the appropriate material certificates. The engineer may require the contractor to take samples (for USDA soil texture classification, pH, % organic matter, nutrient content, cation exchange capacity, soluble salts, and the presence of any materials deleterious to plant growth) and provide testing through a qualified testing laboratory approved by the State of Wisconsin to confirm that topsoil meets the requirements outlined in standard spec 625.

Replace standard spec 632.2.4.2 with the following:

For fertilizer used in plant holes, provide a three-year release, water-soluble fertilizer contained in a micropore slow release polyethylene packet. Ensure each packet contains two ounces of fertilizer. A single 2-ounce packet is considered one unit. Ensure the fertilizer conforms to the following minimum requirements:

Nitrogen, not less than ----- 16%
Phosphoric Acid, not less than ----- 8%
Potash, not less than -----8%

For trees: Use a minimum of two units and provide two units per caliper inch of tree trunk diameter. For one-half caliper measurements, round up to the next unit.

For shrubs: Use a minimum of two units and provide one unit per 12 inches of plant height or spread.

For perennials: Use a single unit per plant.

Replace standard spec 632.2.6 with the following:

Provide Shredded Hardwood Bark Mulch for mulch rings around the base of plant material that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. Ensure that the material does not contain any bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, does not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches.

Supply source of shredded hardwood bark mulch to the engineer. All sources will be subject to verification and approval by the engineer.

Replace standard spec 632.2.7 with the following:

Do not use wrapping on plant material.

Replace standard spec 632.2.9 with the following:

Provide rodent protection for all single-stem trees of rigid plastic mesh made of recycled HDPE with an open mesh matrix $\frac{3}{4}$ " by $\frac{3}{4}$ " with each strand approximately $\frac{1}{8}$ " x $\frac{1}{8}$ " x $\frac{1}{8}$ ". Ensure the product is UV treated with a life expectancy of up to five years. Ensure product is at least 48 inches high. Supply source of rodent protection to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for single-stem trees according to manufacturer's written instructions, burying the bottom of the rodent protection 2-3 inches into the adjacent soil grades.

Provide rodent protection for all multi-stemmed trees of chicken wire or other similarly rigid, matrix-material with an open mesh matrix $\frac{3}{4}$ " by $\frac{3}{4}$ " or less, 48 inches high. Supply source of chicken wire to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for multi-stemmed trees such that the entire base of the tree is protected; circumference of rodent protection may vary based on specific characteristics of each tree. Ensure that the bottom 2-3 inches of the rodent protection is buried into the adjacent soil grades.

Use granular or similar rodent bait for shrub and perennial beds as needed and only as approved by the engineer.

Replace standard spec 632.2.10 with the following:

Tree stakes shall be 7' in length and made of either 2" square cedar or steel T posts. Tree strapping shall be flexible 2" wide bands of polypropylene, elasticized or webbed strapping. There shall be two posts and two straps per tree. Straps shall be either stapled to the cedar stakes or attached to steel stakes using #12 gauge wire through a #2 steel grommet set within the tree straps.

Provide tree stabilization by staking all trees. Supply source of tree stakes and strapping materials to the engineer. All sources will be subject to verification and approval by the Engineer.

Replace standard spec 632.3.1 (1) with the following:

The normal spring planting season for all plants is up to June 15. The normal fall planting season is September 15 to November 15 or up until the ground is frozen. Ensure the planting of evergreen trees and shrubs, and perennials in the fall is completed by October 15. If the overall construction schedule dictates that planting will occur between June 15 and September 15, obtain approval from the Engineer to begin installation outside of the normal planting seasons. If the Engineer grants approval of the request, the contractor will also be held fully responsible for any and all additional maintenance associated with planting outside of the normal planting seasons including, but not limited to, supplemental watering above and beyond the typical, specified landscape maintenance and care cycle schedule.

Add the following to standard spec 632.3.1:

Take care not to damage or disturb adjacent finished landscape and seed or sod areas. Repair any and all damage caused to adjacent finished landscape materials.

Replace standard spec 632.3.3 with the following:

Stake out locations of all plant holes and obtain approval of staked location from the Engineer before planting.

Add the following to standard spec 632.3.4:

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. Ensure the bottom of the rootball is in direct contact with the bottom of the hole.

Replace standard spec 632.3.4 (2) with the following:

The minimum horizontal measurement of the plant hole is to be no less than 24 inches greater than the diameter of the ball, container, or root mass for the full depth of the planting hole.

Add the following to standard spec 632.3.7:

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the entire root ball of B&B plants unless the engineer determines that removal of said material will be detrimental to plant stability and/or establishment.

Replace standard specs 632.3.18.1.1 and 632.3.18.1.2 with the following:

The plant establishment period is two years and begins on the date of substantial landscape completion as determined by the engineer.

Replace standard spec 632.3.19.1(9) with the following:

Inspect and monitor all tree staking, bracing wire material, and/or other plant stabilization material throughout the duration of the establishment period. Trees shall be re-straightened and staking, bracing wire material, and/or other plant stabilization material shall be adjusted as necessary to keep plumb throughout the duration of the establishment period. Leave in place all staking, bracing wire material, and other plant stabilization material at the end of the required establishment period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment will not be granted.

Add the following to standard spec 632.3.19.1:

The interval for a care cycle is 10-14 days between April 15 and October 31. There will be 13 required care cycles in a growing season.

Perform a complete and thorough spring clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform Spring clean-out during the first care cycle of the year (between April 15 and May 1) or as soon as weather and growing season conditions permit. Do not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Ensure that Spring clean-out includes removal of past-season herbaceous material that was left standing over winter, cutting back ornamental grasses to within 3-inches of the mulched surface, removing any material damaged over the winter by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

Perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform Fall clean-out during the last care cycle of the year (between October 15 and October 31). Do not perform fall clean-out if the soil is saturated from rain event; wait until the soil moisture levels have gone down before performing the final bed clean-out. Ensure that Fall clean-out includes coordination with the individual municipality's Forester or Parks Manager to determine which herbaceous perennial and ornamental grass material to leave standing through the winter and which to cut back to the ground, removing any material damaged during the growing season by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the Engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

Provide supplemental water during the April 15 to October 31 maintenance period as often as necessary to ensure healthy, thriving, and established plant material. Provide supplemental water even if irrigation is installed as part of the project. Coordinate supplemental water directly with the municipality to ensure that the plant material is not being overwatered or under-watered. The contractor will remain solely responsible for plant health and watering maintenance even in the event of irrigation system installation.

Inspect and monitor all rodent protection measures throughout the duration of the establishment period. Reattach and/or adjust rodent protection measures as necessary to ensure adequate rodent protection measures remain intact throughout the duration of the establishment period. Leave in place all rodent protection measures at the end of the required establishment period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment will not be granted.

Re-mulching and multiple shovel edge cuts are expected to be performed immediately prior to the end of the two-year proving period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment for re-mulching and multiple edge cuts will not be granted.

29. Landscape Planting Surveillance and Care Cycles.

If the landscape contractor fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$800 per day to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

30. Planting Mixture, Item SPV.0035.02.

A Description

This special provision describes furnishing and installing Planting Mixture at the locations shown on the plans and according to the requirements of standard spec 632, the plans, and as hereinafter provided.

B Materials

The landscape contractor who is responsible for furnishing and installing plant material is also solely responsible for obtaining planting mixture components, blending the mixture to the specified proportions, and for furnishing and installing the planting mixture.

B.1 Planting Mixture

The planting mixture shall consist of the following blend by volume:

- 2 parts topsoil. Conform Topsoil to standard spec 625.
- 1 part sand. Obtain the engineer's approval for the sand.
- 1 part compost. Provide compost that is either well-rotted shredded leaf mulch, free of disease; or well-rotted, unleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Either that both are free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.
- 1 part peat moss. Conform peat moss to standard spec 632.

C Construction

C.1 Coordination

Deliver Planting Mixture to project site and installed no more than seven days before the start of planting operations for areas receiving Planting Mixture. Fully coordinate and schedule the delivery and installation of the Planting Mixture with the delivery and installation of all landscape plant materials.

C.2 Planting Mixture Preparation and Placement

Provide, in writing to the engineer, a list of all materials used in Planting Mixture including manufacturers or suppliers (source) and quantities to ensure that all materials meet the standards set forth in standard spec 625 and 632 and produce a planting mixture that provides a stable, healthy soil for plant growth.

Ensure proper excavation of planting area for all areas to receive Planting Mixture. Prepare areas by removing any construction materials, stone, or other debris larger than 2" in length or diameter for all areas. Remove all debris, slag piles and trash. Ensure that subgrades have been excavated to allow for a 18-inch depth placement of Planting Mixture. Till or disc subgrades to loosen and decompact. Obtain the engineer's approval of subgrade preparation including depth excavated, removal of trash materials, and loosening of subgrades before placing any Planting Mixture.

Provide Planting Mixture for planting beds as indicated in the plans.

Provide Planting Mixture over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans and account for settling. Place Planting Mixture in 6-inch to 8-inch lifts, watering in or tamping to reduce settling potential. Provide a minimum of 18" depth in all planting beds as indicated in the plans.

Obtain approval of Planting Mixture depths, locations, and elevations by the engineer prior to planting.

D Measurement

The department will measure Planting Mixture by the cubic yard, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------|------|
| SPV.0035.02 | Planting Mixture | CY |

Payment is full compensation for furnishing and installing all materials.

31. Topsoil Special, Item SPV.0035.03.

A Description

This special provision describes excavating and disposing of material taken from within tree planting locations in accordance to standard spec 205 and furnishing and installing topsoil at the tree planting locations according to the requirements of standard spec 625, the plans, and as hereinafter provided.

B Materials

Excavate materials in accordance to standard spec 205. Furnish topsoil materials according to standard spec 625.

C Construction

Excavate materials as the plans show or the engineer allows from the tree planting areas in accordance to standard spec 205. Use suitable excavated materials in the work to the extent that it is practical. Dispose of surplus or unsuitable material as specified in standard spec 205.3.12. Place Topsoil Special according to standard spec 625 in locations shown on the plans, and to a minimum depth of 24 inches.

D Measurement

The department will measure Topsoil Special by the cubic yard of excavated material acceptably removed according to standard spec 205.4.1 and acceptably replaced with topsoil according to standard spec 625.4.1(3).

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-----------------|------|
| SPV.0035.03 | Topsoil Special | CY |

Payment is full compensation for excavating and disposing of tree planting area materials, furnishing and placing all topsoil special materials in tree planting areas, including excavating, loading, and hauling.

32. Coloring Concrete Brown, Item SPV.0035.04

A Description

Work under this item shall be according to standard spec 405 with the following exception.

B Materials

Conform to standard spec 405.2 except for:

Replace standard spec 405.2.1(1) with:

Integrally color concrete using non-fading pigments conforming to ASTM C979 as follows:

For Brown, Federal Standard 595 Color Server, FS color 20318; use non-fading synthetic iron oxides at a loading of 6 percent or more by weight of total cementitious material in the mix.

C Construction

Conform to standard speci 405.3.

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------|------|
| SPV.0035.04 | Coloring Concrete Brown | CY |

Payment for the Coloring Concrete Brown bid item is full compensation for developing mix designs and providing sample panels or test slabs; for furnishing pigments, for special construction procedures required under standard spec 405.3; for removing test slabs, restoring the site, and disposing of waste material; and for other costs not included in associated contract bid items.

33. Inlet 2x2.5-Ft Special, Item SPV.0060.05.

A Description

Construct Inlet 2x2.5-Ft Special as shown on the plans, or as directed by the engineer, and in accordance to standard spec 611 and as hereinafter provided.

B Materials

Materials shall be in accordance to standard spec 611.2. The rubber adjustment riser is to be on the department's approved product list.

C Construction

Construction shall be in accordance to the plans and with standard spec 611.3.

Replace standard spec 611.3.3(1) with the following:

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

D Measurement

The department will measure Inlets 2x2.5-Ft Special as each individual inlet, 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 | Inlet 2x2.5-Ft Special | Each |

Payment is full compensation conforming to standard spec 611.5.
(NER11-0127)

34. Temporary Slope Drains, Item SPV.0060.12.

A Description

This special provision describes installing, maintaining, and removing a temporary slope drain to manage runoff from bridge decks prior to installation of surface drains, storm sewer, and pavement on the bridge approaches or permanent slope stabilization.

B (Vacant)

C Construction

Construct temporary slope drain in accordance to the details shown in the plan and as required to fit the conditions of each location. Maintain the temporary slope drain at regular intervals or as directed by the engineer. At a minimum maintain temporary slope drains until installation of permanent surface drains, storm sewer, and pavement are complete for bridges with finished approaches. Maintain the temporary slope drain at bridges without finished approaches or permanent drainage structures until downstream fill slopes are stabilized to prevent runoff scour.

D Measurement

The department will measure Temporary Slope Drains as each individual location installed in accordance to 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.0060.12 | Temporary Slope Drains | Each |

Payment is full compensation for furnishing and maintaining all materials; and for removal of the temporary slope drains.
(NER11-0127)

35. Adjusting Water Service Curb Stop, Item SPV.0060.20.

A Description

Adjust existing water service curb stops to the required elevation.

B (Vacant)

C Construction

The contractor is responsible throughout the duration of the project to ensure water service curb stops are located and identified in blue paint and that curb stops remain accessible to City of Fond du Lac staff.

Adjust water service curb stops located within the proposed concrete sidewalk and turf areas to the proposed finished grade elevation. Exercise caution in working adjacent to curb stop facilities to avoid damage to the curb stops and ensure accessibility to the curb stops during construction.

D Measurement

The department will measure Adjusting Water Service Curb Stop by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-----------------------------------|------|
| SPV.0060.20 | Adjusting Water Service Curb Stop | Each |

Payment is full compensation for adjusting water service curb stops.
(NER11-0207)

36. Adjusting Water Valve Box, Item SPV.0060.21.

A Description

Adjust water valve boxes to final pavement elevations, as shown in the plans and as hereinafter provided.

B Materials

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with City of Fond du Lac and contact Kathy Scharf at (920) 322-3682, kscharf@fdl.wi.gov, to obtain required materials.

C Construction

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

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the City of Fond du Lac two working days advance notice prior to adjusting the valve boxes to finished grade.

D Measurement

The department will measure Adjusting Water Valve Box as a unit of work for each valve box, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------|------|
| SPV.0060.21 | Adjusting Water Valve Box | Each |

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; and for adding new sections if necessary.
(NER12-0206)

37. Adjusting Sanitary Manhole Cover, Item SPV.0060.23.

A Description

This special provision describes adjusting sanitary manhole covers.

B Materials

In accordance to standard spec 611.2.

C Construction

In accordance to standard spec 611.3 and as follows:

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

D Measurement

The department will measure Adjusting Sanitary Manhole Cover 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 NUMBER | DESCRIPTION | UNIT |
|-------------|----------------------------------|------|
| SPV.0060.23 | Adjusting Sanitary Manhole Cover | Each |

Payment is full compensation for providing all required materials, exclusive of frames, grates, or lids; and for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal.

(NER11-0207)

38. Reconstruct Sanitary Sewer Manhole, Item SPV.0060.24.**A Description**

Reconstruct sanitary manholes in accordance to the plans and specifications.

B Materials

Provide manhole frames and covers as manufactured by Neenah Foundry, R-1550, with Type "B" Lid, gasketed cover.

Chimney seals shall be of the type design and specification similar or equal to the internal manhole chimney seal produced by Cretex Specialty Products of Waukesha, Wisconsin. This chimney seal is intended to provide a seal between the manhole frame and the masonry chimney of the manhole. The seal shall provide water tightness, while having the flexibility to allow the manhole frame to move with the surrounding pavement as it reacts to the forces of frost heave, thermal expansion or contraction and traffic loadings. The product proposed for use in this project shall be subject to approval by the City of Fond du Lac Engineering Department.

Manhole adjusting rings, including adjustment for surface slope, shall be injection molded-recycled HDPE as manufactured by LADTECH, Inc., or equal approved by the City of Fond du Lac Engineering Department. Furnish all ring materials, butyl rubber adhesive, labor and equipment to install the rings per manufacturer's recommendations.

The plastic adjustment rings shall conform to pavement slope using wedge shapes $\frac{3}{4}$ " to 1 $\frac{1}{2}$ " inch thick, and other thickness adjustment rings as required. Wedge rings shall be installed at the top of the ring stack under a maximum one – $\frac{1}{4}$ " thick, solid adjustment shim ring.

Concrete adjusting rings shall not be used for sanitary sewer manhole adjustment.

C Construction

According to 3.5.4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, including addendums, and the following:

Reconstruction includes removal of the frame, cover, casting, adjusting rings and cone, installation of new barrel sections of appropriate height, reinstallation of the cone, placement of new undamaged adjusting rings, installation of the new internal chimney seal, and installation of a new frame and cover. All joints shall be water tight at the time of construction.

A $\frac{3}{8}$ " diameter, continuous bead of butyl rubber adhesive is required to be installed between each ring. A double ring of sealant is required between the concrete manhole and adjacent ring. A double sealant is also required between the casting and adjacent rings unless concrete is to be vibrated between the casting and rings for concrete paving. For concrete paving, the ring adjustment shall include a double ring of adhesive between the top $\frac{1}{4}$ " thick, solid shim ring and the first HDPE ring below the shim.

Where asphalt pavement is constructed, the HDPE rings shall be adjusted so the manhole casting rim is no more than $\frac{1}{8}$ " below pavement grade and conforming to the pavement slope.

D Measurement

The department will measure Reconstruct Sanitary Sewer Manhole as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------------|------|
| SPV.0060.24 | Reconstruct Sanitary Sewer Manhole | Each |

Payment is full compensation for removal of existing manhole cone section, frames, covers, castings and internal chimney seal (if applicable); for furnishing and installing additional precast concrete manhole sections and steps, new frames, grates, lids, adjusting rings, and internal chimney seals; for furnishing all excavation and backfill; for installing manhole cone section, steps, frames, covers, adjustment rings, and castings; for installation of internal chimney seal; for disposal of surplus material, cleanup, and restoring site work. No additional monies will be paid to the contractor for replacement of existing manhole

cone sections, frames, covers or castings due to damage caused by the contractor's operations.

39. Temporary Curb Ramp, Item SPV.0060.31.

A Description

This special provision describes furnishing and installing or constructing temporary curb ramps at the locations shown on the plan and in accordance to the details as shown in the plans.

B Materials

The locations of required temporary curb ramps will be shown on the contract plans. Provide a temporary curb ramp design of each type (perpendicular or parallel) for each required installation type. The adequacy of each temporary curb ramp design will be verified by a professional engineer registered in the State of Wisconsin and knowledgeable of the specific site conditions and requirements. Submit to the engineer for documentation one copy of each temporary curb ramp design that is signed and sealed by the same professional engineer verifying the design.

C Construction

Construct or install the temporary curb ramp at a required location in accordance to the design developed for that location. Construct in such a manner as to not obstruct drainage in the existing curb line.

D Measurement

The department will measure Temporary Curb Ramp 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.0060.31 | Temporary Curb Ramp | Each |

Payment is full compensation for providing a verified design of the temporary curb ramps; providing a copy of the design; furnishing and hauling materials to each location; installing or constructing the temporary curb ramps; maintaining the temporary curb ramps as needed; and for removing the temporary curb ramps when required by the project.

40. Electrical Service.

Work under this item shall be according to standard spec 656 with the following addition.

Under this item, the department will perform preliminary coordination with the utility to arrange for installation of the Service Lateral(s). The Utility will provide the department with a utility routing number for each lateral.

The contractor is responsible to arrange for the actual installation of the Service Lateral with the utility. The contractor is also responsible for payment of the Service Lateral installation according to standard spec 656. The contractor shall contact the department at (920) 492-5628 to obtain the utility routing number established during preliminary utility coordination.

41. Lighting Systems, General.

Work shall conform to standard spec 651, 652, 653, 654, 655, 656, 657 and 659 and these special provisions.

Splices

Lighting units:

Splices shall accept (4) #14-#2 conductors, be underground/overhead rated and include gel filled hinged splice closure. Utilize NSI Easy-Splice Gel Tap Splice Kit series connectors (ESGTS-2). Provide 2 layers of electrical tape around closure. Split bolts are not allowed.

Pull boxes:

Splices shall accept quantity and size of conductors required at individual pull boxes (which may be of differing configurations), be direct burial and submersible rated. Utilize multi-cable compression connectors with the splice encased in a Scotchcast 85 series multi-mold permanent resin compound. Split bolts are not allowed. No splices are allowed in pull boxes, unless indicated on the plans.

Threaded Fasteners

All threaded fasteners (i.e. anchor bolts, screws, bolts, etc.) shall be liberally coated with an approved anti-seize compound, excess shall be wiped off. Excepting fasteners inside meter pedestals, fasteners up to half an inch in diameter shall be stainless steel.

Circuit Identification

Color coding shall be accomplished by use of cable jackets' of the proper color. All tails of all splices shall be coded. Secondary distribution circuits shall be color-coded as shown on the plans; the ground conductor shall be green.

Each and every accessible location of underground cable in control cabinet, pull boxes and pole bases (handholes) shall have a permanent weatherproof white nylon tag with TYPED 1/4" black lettering identifying the cabinet, conductor circuit number (i.e. "TA-C").

Utility Coordination

Coordinate with Wisconsin Power & Light Company (Alliant) installation/connection of the new electrical service to the new meter/load center.

42. Lighting Meter/Load Center, Item SPV.0060.40.

A Description

This special provision describes furnishing and installing lighting meter/load center as shown on the plans and hereinafter provided.

B Materials

Provide a 100Amp, 120/240V, single metering unit with six (6) circuit loadcenter. Provide 22KAIC circuit breakers as indicated on the plans. The metering unit shall be provided with a 6-in x 6-in x 8-ft pressure treated post (installed 4-ft into ground) for post type units or a 12-inch thick concrete pad for cabinet type units. The metering unit shall be as approved by the local utility (Aliant) - Milbank #U4322-O-100MB series, Myers Power Products MEUG20 series or Tesco Controls 27-000 series.

Provide copperclad ground rods, bare grounding conductor, conduit and exothermic welds as indicated on the plans for grounding of service.

Provide short type expansion fittings for exposed nonmetallic conduits.

C Construction

Install meter pedestal/load center according to the plans and utility requirements. The hole for the pedestal shall be filled with compacted 1/4" limestone, compacted every 9" to provide for a stable installation.

Install service grounding system.

Make all connections from the field wiring to the circuit breakers in the pedestal.

The municipality (City of Fond du Lac) will apply for utility service (with the assistance of the contractor) and will pay for all required utility extension fees.

D Measurement

The department will measure the Lighting Meter/Load Center 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.0060.40 | Lighting Meter/Load Center | Each |

Payment is full compensation for providing meter pedestal, grounding, circuit breakers, stabilizer foot, excavation, backfill.

43. Municipal Light Poles, Item SPV.0060.41.**A Description**

This special provision describes furnishing and installing poles, mast arms, nut covers, pole wiring/fusing and all miscellaneous hardware required to complete the installation of light poles, according to standard spec 657, Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

B Materials

Furnish and deliver light poles conforming to the details as shown on the plans.

Pole design shall conform to AASHTO design and fabrication standards for structural supports for highway signs, luminaires and traffic signals. Use a design life of 25 years. Design to withstand a 3 second gust wind speed of 90mph (145 km/h). The pole shall support twin 12-foot truss-type mast arms and luminaires with a weight of 75lbs and 1.5EPA according to the details as shown on the plans.

Each pole shall have a factory installed internal dumb-bell type vibration damper.

The wall thickness of each shaft, alloy number, the shaft length, the manufacturer, and the date, shall all be indicated on a manufacturer's plate attached to each shaft near the base.

The pole shafts shall be one-piece round tapered satin finished aluminum.

All shafts shall have a J-hook at the top of each pole to provide strain relief for the cable.

Any and all fasteners and other attachment hardware used on the pole shaft shall be stainless steel unless otherwise approved.

Nut covers shall be provided to conceal the anchor bolts at the base plate.

The pole shafts, handhole covers and nut covers shall have a Class 1 anodized black finish. Anodizing shall be as defined by the Aluminum Association and the American Architectural Manufacturers Association (AAMA) publication AAMA 911-92.

C Construction

Install the light poles on transformer bases or concrete as required by plans.

Furnish and install all incidental items, such as hardware, grommets, splices, etc. necessary to make the lighting unit complete.

D Measurement

The department will measure Municipal Light Poles 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.0060.41 | Municipal Light Poles | Each |

Payment is full compensation for providing materials, including poles, nut covers, and hardware as necessary to completely install the lighting pole.

Mast arms, luminaires, transformer bases and concrete bases are paid for under separate bid items.

44. Municipal Mast Arms, 6-FT, Item SPV.0060.42; Municipal Mast Arms, 12-FT, Item SPV.0060.43.

A Description

This special provision describes furnishing and installing mast arms and all miscellaneous hardware required to complete the installation of the municipal lighting units, according to standard spec 657, Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

B Materials

The aluminum mast arm shall be a clamp on type according to Section 657. All fasteners shall be stainless steel. 6-FT arms shall be single member type, 12-FT arms shall be truss type.

The mast arm assembly shall have a Class 1 anodized black finish. Anodizing shall be as defined by the Aluminum Association and the American Architectural Manufacturers Association (AAMA) publication AAMA 911-92.

C Construction

Install the mast arms on light poles as required by plans and manufacturer.

Furnish and install all incidental items, such as grommets, splices, etc. necessary to make the lighting unit complete.

D Measurement

The department will measure Municipal Mast Arms (Length) as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------|------|
| SPV.0060.42 | Municipal Mast Arms 6-FT | Each |
| SPV.0060.43 | Municipal Mast Arms 12-FT | Each |

Payment is full compensation for providing materials, including mast arms, hardware and providing appurtenances necessary to completely install on the light pole.

45. Municipal Transformer Bases, Item SPV.0060.44.

A Description

This special provision describes furnishing and installing transformer bases and all miscellaneous hardware required to complete the installation of the municipal lighting

units, according to standard spec 657, Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

B Materials

The transformer base shall be a breakaway type with 11 ½-inch bolt circle according to standard spec 657. All fasteners shall be stainless steel.

The transformer base shall have a Class 1 anodized black finish. Anodizing shall be as defined by the Aluminum Association and the American Architectural Manufacturers Association (AAMA) publication AAMA 911-92.

C Construction

Install the transformer bases for lighting units as required by plans and manufacturer.

Furnish and install all incidental items, such as hardware, etc. necessary to make the lighting unit complete.

D. Measurement

The department will measure Municipal Transformer Bases 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.0060.44 | Municipal Transformer Bases | Each |

Payment is full compensation for providing materials, including transformer bases, hardware and providing appurtenances necessary to completely install the lighting unit.

46. Municipal LED Luminaires, Type 1, Item SPV.0060.45; Municipal LED Luminaires, Type 2, Item SPV.0060.46; Municipal LED Luminaires, Type 3, Item SPV.0060.47.

A Description

This special provision describes furnishing and installing LED luminaires and all miscellaneous hardware required to complete the installation of the luminaires, according to standard spec 659, as shown on the plans, and as hereinafter provided.

B Materials

Furnish LED luminaires with a slim, low profile design that minimizes wind loading. Luminaires shall be constructed of cast and extruded aluminum with integral, weather-tight LED driver components with high performance aluminum heat-sinks. Each luminaire shall use a terminal block for power input suitable for #2 to #14 AWG wire.

The luminaires shall be designed to mount on a 2" IP (2.375" O.D.) horizontal tenon and shall be adjustable +/- 5 degrees to allow for leveling. Luminaire shall include a leveling bubble.

Luminaire design shall be modular to accommodate varied lighting output by use of LED light bar modules and/or differing driver outputs. LED shall have a nominal color temperature of 4000K (± 300 K) with a minimum of 70 CRI. Drivers shall operate with an input voltage ranging from 120-277V, 50/60 Hertz, $\pm 10\%$ as standard. LED drivers shall have a power factor greater than 90%. L70 at 25°C shall be 100,000 hours or greater. All luminaires shall come equipped with an integral surge suppression protection standard and a quick disconnect harness suitable for mate and break under load provided on power feed to driver. Unit shall be provided with a twist-lock type photocontrol receptacle pre-wired for photocell operation.

The finish shall be factory applied powder coat durable black topcoat providing resistance to corrosion, ultraviolet degradation and abrasion.

Luminaire shall have a minimum of 5 year supplier's warranty on materials and finish.

Luminaires shall be rated and/or certified as follows:

- UL listed for wet locations
- IP-65 minimum enclosure rating
- IDA dark sky full cutoff compliant

Approved luminaire manufacturers/models:

Type 1:

American Electric #ATB0-30BLEDE13-MVOLT-R2-BK

Cree #STR-LWY-2M-HT-06-E-UL-BK-700-40K-R

Philips #RVS-135W80LED4K-LE2-UNIV-BL-RC-BK

Type 2:

American Electric #ATB0-30BLEDE13-MVOLT-R4-BK

Cree #STR-LWY-4M-HT-06-E-UL-BK-700-40K-R

Philips #RVS-135W80LED4K-LE4-UNIV-BL-RC-BK

Type 3:

American Electric #ATB2-40BLEDE10-MVOLT-R3-BK

Cree #STR-LWY-3M-HT-08-E-UL-BK-700-40K-R

Philips #RVM-145W128LED4K-LE3-UNIV-BL-RC-BK

All luminaires on project shall be by the same manufacturer.

A twist-lock photocontrol shall be provided in each luminaire. The photocontrol shall be electronic dusk to dawn type designed for LED operation, have a 20+ year rated life, infrared filtering phototransistor, 1800VA rating, MOV surge protection, 1.5FC ANSI turn on level, long life capacitors, LED inrush protection, full wave rectified power supply, solid brass contact blades, UL Listed, designed for 120-277V systems (105V-305V range),

fail on mode and black cover. The photocontrol shall be Dark To Light #DLL127-1.5-IR-CUL-BK, Ripley #6390LL-BK or Sunrise Technologies #TRS-2.

C Construction

Install LED Luminaires according to the pertinent provisions of standard spec 659 and as the manufacturer directs.

D Measurement

The department will measure LED Luminaire (Type) as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------------|------|
| SPV.0060.45 | Municipal LED Luminaires Type 1 | Each |
| SPV.0060.46 | Municipal LED Luminaires Type 2 | Each |
| SPV.0060.47 | Municipal LED Luminaires Type 3 | Each |

Payment is full compensation for furnishing and installing all materials including luminaire and photocontrol.

47. Parking Lot Concrete Bases, Item SPV.0060.48.

A Description

This work shall consist of construction of lighting unit concrete foundations, including necessary hardware, as shown on the plans, according to the pertinent provisions of standard spec 654 and as hereinafter provided.

B Materials

Materials shall be according to standard spec 654 and as shown on the plans.

C Construction

Construction shall be according to standard spec 654 and as shown on the plans.

Anchor bolts shall be cast into the base as shown on the plans. Bolt circle diameters shall be verified before constructing the bases.

Manufactured elbows shall be furnished and installed in all bases by the contractor, except as noted on the details. Elbows shall be installed to permit conduit to be installed in as nearly straight-line runs as possible, without unnecessary bends. Bases not installed to this standard will not be accepted.

D Measurement

The department will measure Parking Lot Concrete Bases 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.0060.48 | Parking Lot Concrete Bases | Each |

Payment is full compensation for furnishing and installing all materials including conduit, bushings, caps and/or plugs, ground rod, anchor bolts, cadwelding, copper grounding wire; bar steel reinforcement, and concrete masonry; for excavation, backfill, and disposal of surplus materials.

48. Poles Type 5-Aluminum Black, Item SPV.0060.51.**A Description**

This work shall be in accordance with the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Add the following to standard spec 657.2.2.1.1, General, paragraphs (7) and (8):

(7) Construct poles of aluminum materials having sufficient rigidity that, with all material installed and in place as the plans show, the centerline of the shaft appears vertical. Include vibration dampers in all poles.

(8) Furnish all poles with a manufacturer applied black anodized finish. Poles anodized after purchase from the manufacturer will not be accepted without approval from the engineer. Pole cap, nut covers and associated materials shall have a matching anodized finish.

C Construction

In accordance with the plans and standard spec 657.3.

D Measurement

The department will measure Poles Type 5-Aluminum Black 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.0060.51 | Poles Type 5-Aluminum Black | Each |

Payment for the Poles bid items is full compensation for providing all materials, including poles, all hardware and fittings necessary to install the pole; and for providing an anodized finish.

47. Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black, Item SPV.0060.52.

A Description

This work shall be in accordance with the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Replace standard spec 657.2.2.5, Bases, paragraph (1) with the following:

(1) Furnish cast aluminum alloy transformer bases designed as specified for traffic signal support structures in standard spec 657.2.1(1) and selected from the department's approved products list. Ensure that castings are true to pattern in form and dimensions and free from pouring faults, sponginess, cracks, sharp edges, blow holes, and other defects in positions affecting strength and value for the service intended. Furnish all bases with a manufacturer applied black anodized finish. Bases anodized after purchase from the manufacturer will not be accepted without approval from the engineer.

C Construction

In accordance with the plans and standard spec 657.3.

D Measurement

The department will measure Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black 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.0060.52 | Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black | Each |

Payment for the Transformer Bases bid items is full compensation for providing the transformer base, mechanical grounding connector, and related hardware; for leveling shims if required; and for providing an anodized finish.

48. Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT Black, Item SPV.0060.53.

A Description

This work shall be in accordance with the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Add the following to standard spec 657.2.2.3, Aluminum Luminaire Arms, paragraph (5):

(5) Furnish a clean luminaire arm with a manufacturer applied black anodized finish. Arms anodized after purchase from the manufacturer will not be accepted without approval from the engineer. Brackets, fitters and associated materials shall have a matching anodized finish.

C Construction

In accordance with the plans and standard spec 657.3.

D Measurement

The department will measure Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT Black 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.0060.53 | Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT Black | Each |

Payment for the Luminaire Arms bid items is full compensation for providing all materials, including all hardware, fittings, mounting clamps, shims if required; for providing an anodized finish, and all attachments necessary to completely install the luminaire arm.

49. Luminaires Utility LED Category C Black, Item SPV.0060.55.**A Description**

This work shall be in accordance with the requirements of standard spec 659, the plans, standard detail drawings, and as hereinafter provided.

B Materials

In accordance with the plans and standard spec 659.2 and as hereinafter provided:

Furnish all luminaires with black colored housing.

C Construction

In accordance with the plans and standard spec 659.3.

D Measurement

The department will measure Luminaires Utility LED Category C Black in place by the unit and quantity of each one installed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.55 | Luminaires Utility LED Category C Black | Each |

In accordance with the plans and standard spec 659.5.

- 49. Coneflower (White Swan), CG, 1 Gal., Item SPV.0060.60; Little Bluestem (Blue Heaven), CG, 1 Gal., SPV.0060.61; Liatris (Kobold), CG, 1 Gal., Item SPV.0060.62; Prairie Dropseed (Tara), CG, 1 Gal., SPV.0060.63.**

A Description

This special provision describes furnishing and installing perennial plants at the locations shown on the plans and according to the requirements of standard spec 632, the plans, and as hereinafter provided.

B Materials

Provide perennial plants, as shown on plan, and complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape, and height.

Ensure all plants have been grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

Furnish a list of sources for plants according to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

Provide type B fertilizer.

C Construction

Ensure that Planting Mixture has been placed according to specifications.

Stake out location of plantings for approval by the engineer.

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. Ensure the bottom of the root ball is in direct contact with the bottom of the hole.

Install perennial plants and mulching as shown on the plan and as per the standard specifications.

D Measurement

The department will measure perennials (Type) CG, 1 Gal. 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.0060.60 | Coneflower (White Swan), CG, 1 Gal. | Each |
| SPV.0060.61 | Little Bluestem (Blue Heaven), CG, 1 Gal. | Each |
| SPV.0060.62 | Liatris (Kobold), CG, 1 Gal | Each |
| SPV.0060.63 | Prairie Dropseed (Tara), CG, 1 Gal. | Each |

Payment for Perennials bid item are full compensation for providing, transporting, handling, storing, pruning, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying all required fertilizer, mulch, water, rodent protection, herbicides and anti-desiccant spray; and for disposing of all excess and waste materials. Payment for Topsoil bid item used in planting will be as specified in Section 625 and Special Provision Section Planting Mixture.

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

Remove small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer. For this work provide a self-contained mechanical or air conveyance street sweeper and dispose of the accumulated material. Cleaning of the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic will be paid for under this item.

All street sweeping due to contractors hauling operations is considered incidental to the contract. The contractor is responsible in keeping all public roadways clean and free from dirt and debris at all times.

B (Vacant)**C Construction**

Provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-----------------|------|
| SPV.0075.01 | Street Sweeping | HRS |

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.
(NER11-0202)

51. Maintaining Pedestrian Safety Fence, Item SPV.0090.14.

A Description

This special provision describes maintaining and removing pedestrian safety fence previously installed by others at the locations shown on the plans and as directed by the engineer.

B Materials

Furnish rigid wooden frame of 2" X 4" lumber and fasteners assembled as shown on the plans.

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 |

Furnish fasteners to attach fence fabric to rigid wooden frame.

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

Furnish self-threading anchor bolts as shown on the plans.

Furnish a non-shrink commercial grout or epoxy material identified on the current WisDOT Approved Products List for remaining holes left over from removal of self-threading anchor bolts.

C Construction

Assemble rigid wooden frame of 2" X 4" lumber and attach fence to framing. Fence fabric shall be fastened to the wooden frame along each member to create a tight fit that prevents sagging. Overlap rolls at a vertical post and secure with fasteners.

Attach framing to driven posts or anchor the base plate of framing into hard surface with self-threading anchor bolts. Drive posts into the ground 12 to 18 inches. Space posts at 4 feet and self-threading anchor bolts at 16" spacing.

Use a minimum of three wire ties to secure each vertical member of the rigid wooden frame to each driven post.

D Measurement

The department will measure Maintaining Pedestrian Safety Fence 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 |
|-------------|-------------------------------------|------|
| SPV.0090.14 | Maintaining Pedestrian Safety Fence | LF |

Payment is full compensation for maintaining the rigid wooden frame, fence, posts and anchor bolts in satisfactory condition; and for removing and disposing of rigid wooden frame, fence, posts, anchor bolts and filling remaining anchor bolt holes at project completion.

52. Pavement Marking Grooved Preformed Thermoplastic 18-Inch, Item SPV.0090.05; Crosswalk 6-Inch, Item SPV.0090.06.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, according 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 according 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 according 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.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

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

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 Grooved Preformed Thermoplastic (Size) by the linear foot of tape placed, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0090.05 | Pavement Marking Grooved Preformed Thermoplastic 18-Inch | LF |
| SPV.0090.06 | Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch | LF |

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

53. Railing Tubular Screening Galvanized B-20-226, Item SPV.0090.07.

A Description

This special provision describes fabricating, galvanizing, coating and installing railing according to standard spec 506, 513 and 517; the plan details; as directed by the engineer; and as hereinafter provided.

B Materials

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a duplex coating system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

B.1 Coating System

B.1.1 Galvanizing

Fabricated railings shall meet the requirements of ASTM A385. After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated, will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments shall not be permitted.

B.1.2 Duplex Coating System

After galvanizing, coat all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints with a duplex coating system as hereinafter provided. All galvanized surfaces to be coated shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants.

The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit shall not be permitted. Brush blast the surface to produce a matte silver appearance. Brush blasting shall not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminants from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue in accordance to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applicator. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified coating manufacturers and products given below. An equivalent system may be used with the written approval of the engineer.

| Manufacturer | Coat | Products | Dry Film Minimum Thickness (mils) | Min. Time ¹ Between Coats (hours) |
|---|------|---|--|---|
| <u>Sherwin Williams</u> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 (847) 330-1562 | Tie | Recoatable Epoxy Primer B67-5 Series / B67V5 | 2.0 to 4.0 | 6 |
| | Top | Acrolon 218 HS Polyurethane, B65-650 | 2.0 to 4.0 | NA |
| <u>Carboline</u> 350 Hanley Industrial St. Louis, MO 63144 (314) 644-1000 | Tie | Rustbond Penetrating Sealer FC | 1 | 36 |
| | Tie | Carboguard 60 | 4.0 to 6.0 | 10 |
| | Tie | Carboguard 635 | 4.0 to 6.0 | 1 |
| | Top | Carbothane 133 LH(satin) | 4 | NA |
| <u>Wasser Corporation</u> 4118 B Place NW Suite B Auburn, WA 98001 (253) 850-2967 | Tie | MC-Ferrox B 100 | 3.0 to 5.0 | 8 |
| | Top | MC-Luster 100 | 2.0 to 4.0 | NA |
| <u>PPG Protective and Marine Coatings</u> P.O. Box 192610 Little Rock, AR 72219-2610 (414) 339-5084 | Tie | Amercoat 399 | 3.0 to 5.0 | 3 |
| | Top | Amercoat 450H | 2.0 to 4.0 | NA |

¹ Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

B.2 Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

C Construction

C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing in accordance to standard spec 517. If coating is damaged, contractor shall repair or replace railing assemblies to the approval of the engineer at no additional cost to the Owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, the railing assembly shall be replaced at no additional cost to the Owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

D Measurement

The department will measure Railing Tubular Screening Galvanized B-20-226 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.0090.07 | Railing Tubular Screening Galvanized, B-20-226 | LF |

Payment is full compensation for fabricating, galvanizing, coating, transporting, and installing the railing, including any touch-up and repairs.

54. Water for Seeded Areas, Item SPV.0120.01.

A Description

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

B Materials

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

C Construction

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for

more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

D Measurement

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------|------|
| SPV.0120.01 | Water for Seeded Areas | MGAL |

Payment is full compensation for furnishing, hauling, and applying the water.
(NER12-1010)

55. Concrete Sidewalk 8-Inch, Item SPV.0165.03.

A Description

Work under this item shall be according to standard spec 602.1.

B Materials

Conform to standard specification standard spec 602.2.

C Construction

Conform to standard specification standard spec 602.3.

D Measurement

The department will measure Concrete Sidewalk 8-Inch conforming to standard spec 602.4.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------|------|
| SPV.0165.03 | Concrete Sidewalk 8-inch | SF |

The department will adjust pay for crack repairs on concrete built under standard spec 602 as specified in standard spec 416.5.2 for ancillary concrete.

Payment is full compensation conforming to standard spec 602.5.2.

56. Shredded Hardwood Bark Mulch, Item SPV.0180.01.

A Description

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch at the locations shown on the plans and according to the requirements of standard spec 632, the plans, and as hereinafter provided.

B Materials

Provide Shredded Hardwood Bark Mulch, as shown on plan and according to standard spec 632.2.6.

Provide Shredded Hardwood Bark Mulch for mulch rings around the base of plant material that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. Ensure that the material does not contain no bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, does not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches.

C Construction

Install mulch according to standard spec 632.3.9 to a depth of 3 inches over entire area of bed.

Do not use any weed barrier fabric in bark mulch areas.

Place the hardwood bark mulch in such a manner as to not damage plants already in place.

D Measurement

The department will measure Shredded Hardwood Bark Mulch by the square yard, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------|------|
| SPV.0180.01 | Shredded Hardwood Bark Mulch | SY |

Payment is full compensation for furnishing and installing all materials.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

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
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>
- 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

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

| |
|--------------|
| |
| Phone: _____ |
| Fax: _____ |
| Email: _____ |
| _____ |

DBE Contractor Contact Person

| |
|--------------|
| |
| Phone: _____ |
| Fax: _____ |
| Email: _____ |
| _____ |

Please circle the jobs and items you will be quoting below

| | | | | | | | |
|--------------|---|---|---|---|---|---|---|
| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| County | | | | | | | |

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISION 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the 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 May 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 the quality of HMA pavement placed in cold weather. 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 the 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 May 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 that introduces water into the mix.
 - 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 May 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. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (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 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.

506.3.2 Shop Drawings

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

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

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.

506.5 Payment

Correct errata by changing the reference to 506.3.22.

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams | 1.7 | Iowa | 1.7 | Polk | 2.2 |
| Ashland | 1.2 | Iron | 1.2 | Portage | 0.6 |
| Barron | 0.6 | Jackson | 0.6 | Price | 0.6 |
| Bayfield | 1.2 | Jefferson | 7.0 | Racine | 8.4 |
| Brown | 1.3 | Juneau | 0.6 | Richland | 1.7 |
| Buffalo | 0.6 | Kenosha | 3.0 | Rock | 3.1 |
| Burnett | 2.2 | Kewaunee | 1.0 | Rusk | 0.6 |
| Calumet | 0.9 | La Crosse | 0.9 | St. Croix | 2.9 |
| Chippewa | 0.5 | Lafayette | 0.5 | Sauk | 1.7 |
| Clark | 0.6 | Langlade | 0.6 | Sawyer | 0.6 |
| Columbia | 1.7 | Lincoln | 0.6 | Shawano | 1.0 |
| Crawford | 0.5 | Manitowoc | 1.0 | Sheboygan | 7.0 |
| Dane | 2.2 | Marathon | 0.6 | Taylor | 0.6 |
| Dodge | 7.0 | Marinette | 1.0 | Trempealeau | 0.6 |
| Door | 1.0 | Marquette | 1.7 | Vernon | 0.6 |
| Douglas | 1.0 | Menominee | 1.0 | Vilas | 0.6 |
| Dunn | 0.6 | Milwaukee | 8.0 | Walworth | 7.0 |
| Eau Claire | 0.5 | Monroe | 0.6 | Washburn | 0.6 |
| Florence | 1.0 | Oconto | 1.0 | Washington | 8.0 |
| Fond du Lac | 1.0 | Oneida | 0.6 | Waukesha | 8.0 |
| Forest | 1.0 | Outagamie | 0.9 | Waupaca | 1.0 |
| Grant | 0.5 | Ozaukee | 8.0 | Waushara | 1.0 |
| Green | 1.7 | Pepin | 0.6 | Winnebago | 0.9 |
| Green Lake | 1.0 | Pierce | 2.2 | Wood | 0.6 |

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/rdwy/worksheets/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
FOND DU LAC 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, 2015

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 | 30.85 | 17.61 | 48.46 |
| Carpenter | 32.72 | 16.00 | 48.72 |
| Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | | | |
| Cement Finisher | 33.86 | 17.96 | 51.82 |
| Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | | | |
| Electrician | 33.93 | 22.77 | 56.70 |
| 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 | 23.73 | 19.09 | 42.82 |
| Ironworker | 29.27 | 23.97 | 53.24 |
| Future Increase(s): Add \$1.15/hr on 6/1/2015. 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 & Christmas Day. | | | |
| Line Constructor (Electrical) | 39.50 | 16.55 | 56.05 |
| Painter | 28.00 | 11.15 | 39.15 |
| Pavement Marking Operator | 23.37 | 23.30 | 46.67 |
| Piledriver | 30.11 | 26.51 | 56.62 |
| Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Pay: Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. 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. | | | |

| TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Roofer or Waterproofer | 22.15 | 8.39 | 30.54 |
| Teledata Technician or Installer | 24.89 | 13.24 | 38.13 |
| Tuckpointer, Caulker or Cleaner | 33.76 | 17.82 | 51.58 |
| Underwater Diver (Except on Great Lakes) | 35.40 | 15.90 | 51.30 |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 35.55 | 15.57 | 51.12 |
| Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 31.60 | 14.64 | 46.24 |
| Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 27.65 | 13.44 | 41.09 |
| Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.68 | 12.83 | 38.51 |
| Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.75 | 11.63 | 33.38 |

TRUCK DRIVERS

| | | | |
|--|-------|-------|-------|
| Single Axle or Two Axle | 25.18 | 18.31 | 43.49 |
| Future Increase(s): Add \$1.15/hr on 6/1/2015. 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 & Christmas Day. | | | |
| Three or More Axle | 28.12 | 15.55 | 43.67 |
| Articulated, Euclid, Dumptror, Off Road Material Hauler | 30.27 | 21.15 | 51.42 |
| Future Increase(s): 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 . | | | |
| Pavement Marking Vehicle | 23.16 | 21.14 | 44.30 |
| Shadow or Pilot Vehicle | 24.37 | 17.77 | 42.14 |
| Truck Mechanic | 28.12 | 15.55 | 43.67 |

LABORERS

| | | | |
|--|-------|-------|-------|
| General Laborer | 30.13 | 15.14 | 45.27 |
| Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 | 18.00 | 0.00 | 18.00 |
| Landscaper | 30.13 | 15.14 | 45.27 |
| Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/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). | | | |

| TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Flagperson or Traffic Control Person | 26.76 | 15.14 | 41.90 |
| Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/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) | 18.00 | 0.49 | 18.49 |
| Railroad Track Laborer | 17.00 | 2.86 | 19.86 |

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). | 37.72 | 21.15 | 58.87 |
| Future Increase(s): 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 . | | | |
| Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. | 37.22 | 21.15 | 58.37 |
| Future Increase(s): 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 Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); | 36.72 | 21.15 | 57.87 |

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$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. Future Increase(s): 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 . | 36.46 | 21.15 | 57.61 |
| Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/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 . | 36.17 | 21.15 | 57.32 |
| Fiber Optic Cable Equipment. | 28.89 | 17.95 | 46.84 |

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: August 28, 2015

| LABORERS CLASSIFICATION: | Basic Hourly Rates | Fringe Benefits | | Basic Hourly Rates | Fringe Benefits |
|--|--------------------|-----------------|---|--------------------|-----------------|
| Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler | \$30.67 | 15.55 | | | |
| Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); | 30.77 | 15.55 | | | |
| Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man | 30.82 | 15.55 | | | |
| Group 4: Line and Grade Specialist | 31.02 | 15.55 | | | |
| Group 5: Blaster and Powderman | 30.87 | 15.55 | | | |
| Group 6: Flagperson; Traffic Control | 27.30 | 15.55 | | | |
| | | | <u>Truck Drivers:</u> | | |
| | | | 1 & 2 Axles | 25.18 | 18.31 |
| | | | Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic | 25.38 | 18.31 |

CLASSES OF LABORER AND MECHANICS

| | | |
|--------------------------------------|-------------|------------|
| Bricklayer | 30.77 | 16.62 |
| Carpenter | 30.48 | 15.80 |
| Millwright | 32.11 | 15.80 |
| Piledriverman | 30.98 | 15.80 |
| Ironworker | 29.27 | 23.96 |
| Cement Mason/Concrete Finisher | 32.65 | 17.44 |
| 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 | 23.74 | 11.72 |
| Well Drilling: | | |
| Well Driller | 16.52 | 3.70 |

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(iii)). Includes Modification #0 dated January 2, 2015; Modification #1 dated January 16, 2015; Modification #2 dated March 20, 2015; Modification #3 dated April 10, 2015; Modification #4 dated May 22, 2015; Modification #5 dated June 12, 2015; Modification #6 dated June 26, 2015; Modification #7 dated July 31, 2015; Modification #8 dated August 7, 2015; Modification #9 dated August 28, 2015.

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: August 28, 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 | \$38.27 | \$21.55 | (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. | \$37.27 | \$21.55 |
| 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. | \$37.77 | \$21.55 | 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. | \$37.01 | \$21.55 |
| 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. | \$36.72 | \$21.55 |
| | | | Group 6: Off - road material hauler with or without ejector..... | \$30.82 | \$21.55 |
| | | | 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: August 28, 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 | \$29.60 | 26.5%+ 9.15 | | |
| Area 2: | | | | |
| Electricians..... | 31.21 | 18.92 | Area 5 - | ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES |
| Area 3: | | | | |
| Electrical contracts under \$130,000 | 26.24 | 16.85 | | |
| Electrical contracts over \$130,000 | 29.41 | 16.97 | | |
| Area 4: | 29.84 | 29.50% + 9.37 | | |
| Area 5 | 28.96 | 24.85% + 9.70 | | |
| Area 6 | 35.25 | 19.30 | Area 6 - | KENOSHA COUNTY |
| Area 8 | | | | |
| Electricians..... | 31.30 | 24.93% + 10.40 | Area 8 - | DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES |
| Area 9: | | | | |
| Electricians..... | 35.75 | 19.87 | | |
| 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 | 35.13 | 23.09 | | |
| 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 | 26.00 | 17.70 | Area 14 - | Statewide. |
| Area 1 - | | | 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. |
| CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES. | | | | |
| Area 2 - | | | | |
| ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES | | | | |
| Area 3 - | | | | |
| FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township) | | | | |

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110019PROJECT(S):
1420-22-71FEDERAL ID(S):
WISC 2015578

CONTRACTOR : _____

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

SECTION 0001 Contract Items

| | | | | | | |
|------|--|-----------------|---|--|---|--|
| 0010 | 201.0105 Clearing | 19.000 STA | . | | . | |
| 0020 | 201.0120 Clearing | 17.000 ID | . | | . | |
| 0030 | 201.0205 Grubbing | 19.000 STA | . | | . | |
| 0040 | 201.0220 Grubbing | 17.000 ID | . | | . | |
| 0050 | 203.0100 Removing Small Pipe Culverts | 12.000 EACH | . | | . | |
| 0060 | 204.0100 Removing Pavement | 8,259.000 SY | . | | . | |
| 0070 | 204.0110 Removing Asphaltic Surface | 3,518.000 SY | . | | . | |
| 0080 | 204.0150 Removing Curb & Gutter | 6,226.000 LF | . | | . | |
| 0090 | 204.0165 Removing Guardrail | 345.000 LF | . | | . | |
| 0100 | 204.0170 Removing Fence | 6,320.000 LF | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110019PROJECT(S):
1420-22-71FEDERAL ID(S):
WISC 2015578

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0110 | 204.0185 Removing Masonry | 4.000 CY | . | | . | |
| 0120 | 204.0190 Removing Surface Drains | 14.000 EACH | . | | . | |
| 0130 | 204.0210 Removing Manholes | 12.000 EACH | . | | . | |
| 0140 | 204.0220 Removing Inlets | 24.000 EACH | . | | . | |
| 0150 | 204.0245 Removing Storm Sewer (size) 01. 10-Inch | 34.000 LF | . | | . | |
| 0160 | 204.0245 Removing Storm Sewer (size) 02. 12-Inch | 316.000 LF | . | | . | |
| 0170 | 204.0245 Removing Storm Sewer (size) 03. 15-Inch | 119.000 LF | . | | . | |
| 0180 | 204.0245 Removing Storm Sewer (size) 04. 18-Inch | 374.000 LF | . | | . | |
| 0190 | 204.0245 Removing Storm Sewer (size) 05. 24-Inch | 213.000 LF | . | | . | |
| 0200 | 204.0245 Removing Storm Sewer (size) 06. 30-Inch | 759.000 LF | . | | . | |
| 0210 | 204.0245 Removing Storm Sewer (size) 07. 36-Inch | 16.000 LF | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110019PROJECT(S):
1420-22-71FEDERAL ID(S):
WISC 2015578

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0220 | 204.0270 Abandoning Culvert Pipes | 1.000 EACH | . | | . | |
| 0230 | 204.9060.S Removing (item description) 01. Removing Crash Cushions | 1.000 EACH | . | | . | |
| 0240 | 204.9090.S Removing (item description) 01. State Owned Barrier | 350.000 LF | . | | . | |
| 0250 | 205.0100 Excavation Common | 74,270.000 CY | . | | . | |
| 0260 | 206.1000 Excavation for Structures Bridges (structure) 01. B-20-226 | LUMP | LUMP | | . | |
| 0270 | 208.0100 Borrow | 23,045.000 CY | . | | . | |
| 0280 | 210.0100 Backfill Structure | 385.000 CY | . | | . | |
| 0290 | 213.0100 Finishing Roadway (project) 01. 1420-22-71 | 1.000 EACH | . | | . | |
| 0300 | 214.0100 Obliterating Old Road | 27.000 STA | . | | . | |
| 0310 | 305.0110 Base Aggregate Dense 3/4-Inch | 3,800.000 TON | . | | . | |
| 0320 | 305.0120 Base Aggregate Dense 1 1/4-Inch | 68,840.000 TON | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110019PROJECT(S):
1420-22-71FEDERAL ID(S):
WISC 2015578

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0330 | 310.0115 Base Aggregate Open Graded | 1.000 CY | . | | . | |
| 0340 | 311.0110 Breaker Run | 10,700.000 TON | . | | . | |
| 0350 | 405.0100 Coloring Concrete Red | 319.000 CY | . | | . | |
| 0360 | 415.0080 Concrete Pavement 8-Inch | 74.000 SY | . | | . | |
| 0370 | 415.0085 Concrete Pavement 8 1/2-Inch | 9,598.000 SY | . | | . | |
| 0380 | 415.0100 Concrete Pavement 10-Inch | 5,472.000 SY | . | | . | |
| 0390 | 415.0410 Concrete Pavement Approach Slab | 403.000 SY | . | | . | |
| 0400 | 416.0160 Concrete Driveway 6-Inch | 664.000 SY | . | | . | |
| 0410 | 416.0170 Concrete Driveway 7-Inch | 202.000 SY | . | | . | |
| 0420 | 416.0512 Concrete Roundabout Truck Apron 12-Inch | 956.000 SY | . | | . | |
| 0430 | 416.0610 Drilled Tie Bars | 1,945.000 EACH | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110019PROJECT(S):
1420-22-71FEDERAL ID(S):
WISC 2015578

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0440 | 416.0620 Drilled Dowel Bars | 24.000 EACH | . | | . | |
| 0450 | 440.4410.S Incentive IRI Ride | 5,600.000 DOL | 1.00000 | | 5600.00 | |
| 0460 | 455.0120 Asphaltic Material PG64-28 | 768.000 TON | . | | . | |
| 0470 | 455.0605 Tack Coat | 3,336.000 GAL | . | | . | |
| 0480 | 460.1100 HMA Pavement Type E-0.3 | 2,004.000 TON | . | | . | |
| 0490 | 460.1103 HMA Pavement Type E-3 | 11,960.000 TON | . | | . | |
| 0500 | 460.2000 Incentive Density HMA Pavement | 9,050.000 DOL | 1.00000 | | 9050.00 | |
| 0510 | 460.4000 HMA Cold Weather Paving | 5,975.000 TON | . | | . | |
| 0520 | 460.4110.S Reheating HMA Pavement Longitudinal Joints | 12,188.000 LF | . | | . | |
| 0530 | 465.0105 Asphaltic Surface | 1,191.000 TON | . | | . | |
| 0540 | 465.0120 Asphaltic Surface Driveways and Field Entrances | 30.000 TON | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110019PROJECT(S):
1420-22-71FEDERAL ID(S):
WISC 2015578

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0550 | 465.0315 Asphaltic Flumes | 77.000 SY | . | | . | |
| 0560 | 502.0100 Concrete Masonry Bridges | 1,026.000 CY | . | | . | |
| 0570 | 502.3200 Protective Surface Treatment | 1,880.000 SY | . | | . | |
| 0580 | 503.0155 Prestressed Girder Type I 54W-Inch | 1,672.000 LF | . | | . | |
| 0590 | 504.0900 Concrete Masonry Endwalls | 4.000 CY | . | | . | |
| 0600 | 505.0405 Bar Steel Reinforcement HS Bridges | 11,740.000 LB | . | | . | |
| 0610 | 505.0605 Bar Steel Reinforcement HS Coated Bridges | 168,360.000 LB | . | | . | |
| 0620 | 505.0800.S Bar Steel Reinforcement HS Stainless Structures | 1,870.000 LB | . | | . | |
| 0630 | 506.2605 Bearing Pads Elastomeric Non-Laminated | 28.000 EACH | . | | . | |
| 0640 | 506.4000 Steel Diaphragms (structure) 01. B-20-226 | 24.000 EACH | . | | . | |
| 0650 | 516.0500 Rubberized Membrane Waterproofing | 31.000 SY | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0660 | 517.1015.S Concrete Staining Multi-Color (structure) 01. B-20-226 | SF 2,814.000 | . | | . | |
| 0670 | 517.1050.S Architectural Surface Treatment (structure) 01. B-20-226 | SF 2,814.000 | . | | . | |
| 0680 | 520.4018 Culvert Pipe Temporary 18-Inch | LF 40.000 | . | | . | |
| 0690 | 520.8000 Concrete Collars for Pipe | EACH 9.000 | . | | . | |
| 0700 | 521.0124 Culvert Pipe Corrugated Steel 24-Inch | LF 88.000 | . | | . | |
| 0710 | 521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch | EACH 4.000 | . | | . | |
| 0720 | 521.1615 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 10 to 1 | EACH 1.000 | . | | . | |
| 0730 | 522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch | LF 8.000 | . | | . | |
| 0740 | 522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch | LF 196.000 | . | | . | |
| 0750 | 522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch | LF 12.000 | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0760 | 522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch | 13.000 EACH | . | | . | |
| 0770 | 522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch | 10.000 EACH | . | | . | |
| 0780 | 522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch | 2.000 EACH | . | | . | |
| 0790 | 522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch | 2.000 EACH | . | | . | |
| 0800 | 522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch | 6.000 EACH | . | | . | |
| 0810 | 522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch | 1.000 EACH | . | | . | |
| 0820 | 550.0600 Pile Redriving | 8.000 EACH | . | | . | |
| 0830 | 550.2126 Piling CIP Concrete 12 3/4 X 0. 375-Inch | 4,505.000 LF | . | | . | |
| 0840 | 601.0405 Concrete Curb & Gutter 18-Inch Type A | 660.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0850 | 601.0409 Concrete Curb & Gutter 30-Inch Type A | 1,111.000 LF | . | | . | |
| 0860 | 601.0411 Concrete Curb & Gutter 30-Inch Type D | 19,062.000 LF | . | | . | |
| 0870 | 601.0452 Concrete Curb & Gutter Integral 30-Inch Type D | 432.000 LF | . | | . | |
| 0880 | 601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A | 32.000 LF | . | | . | |
| 0890 | 601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D | 709.000 LF | . | | . | |
| 0900 | 601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R | 906.000 LF | . | | . | |
| 0910 | 601.0600 Concrete Curb Pedestrian | 357.000 LF | . | | . | |
| 0920 | 602.0405 Concrete Sidewalk 4-Inch | 40,343.000 SF | . | | . | |
| 0930 | 602.0410 Concrete Sidewalk 5-Inch | 25,460.000 SF | . | | . | |
| 0940 | 602.0515 Curb Ramp Detectable Warning Field Natural Patina | 800.000 SF | . | | . | |
| 0950 | 603.1156 Concrete Barrier Type S56 | 825.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0960 | 603.3213 Concrete Barrier Transition Type F32SF to S36 | 1.000 EACH | . | | . | |
| 0970 | 603.3535 Concrete Barrier Transition Type S36 to S42 | 1.000 EACH | . | | . | |
| 0980 | 603.3559 Concrete Barrier Transition Type S42 to S56 | 1.000 EACH | . | | . | |
| 0990 | 603.8000 Concrete Barrier Temporary Precast Delivered | 900.000 LF | . | | . | |
| 1000 | 603.8125 Concrete Barrier Temporary Precast Installed | 900.000 LF | . | | . | |
| 1010 | 604.0500 Slope Paving Crushed Aggregate | 555.000 SY | . | | . | |
| 1020 | 606.0200 Riprap Medium | 110.000 CY | . | | . | |
| 1030 | 608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch | 1,072.000 LF | . | | . | |
| 1040 | 608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch | 845.000 LF | . | | . | |
| 1050 | 608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch | 29.000 LF | . | | . | |
| 1060 | 608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch | 34.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1070 | 608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch | 60.000 LF | . | | . | |
| 1080 | 608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch | 503.000 LF | . | | . | |
| 1090 | 608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch | 334.000 LF | . | | . | |
| 1100 | 608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch | 31.000 LF | . | | . | |
| 1110 | 608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch | 740.000 LF | . | | . | |
| 1120 | 611.0420 Reconstructing Manholes | 4.000 EACH | . | | . | |
| 1130 | 611.0430 Reconstructing Inlets | 1.000 EACH | . | | . | |
| 1140 | 611.0530 Manhole Covers Type J | 9.000 EACH | . | | . | |
| 1150 | 611.0612 Inlet Covers Type C | 4.000 EACH | . | | . | |
| 1160 | 611.0624 Inlet Covers Type H | 50.000 EACH | . | | . | |
| 1170 | 611.0627 Inlet Covers Type HM | 2.000 EACH | . | | . | |

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|------------|------------------------------------|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1180 | 611.0636 Inlet Covers Type HM-S | 2.000 EACH | . | | . | |
| 1190 | 611.0639 Inlet Covers Type H-S | 13.000 EACH | . | | . | |
| 1200 | 611.0642 Inlet Covers Type MS | 14.000 EACH | . | | . | |
| 1210 | 611.0651 Inlet Covers Type S | 3.000 EACH | . | | . | |
| 1220 | 611.0652 Inlet Covers Type T | 6.000 EACH | . | | . | |
| 1230 | 611.2004 Manholes 4-FT Diameter | 7.000 EACH | . | | . | |
| 1240 | 611.2005 Manholes 5-FT Diameter | 1.000 EACH | . | | . | |
| 1250 | 611.2006 Manholes 6-FT Diameter | 1.000 EACH | . | | . | |
| 1260 | 611.3004 Inlets 4-FT Diameter | 4.000 EACH | . | | . | |
| 1270 | 611.3230 Inlets 2x3-FT | 63.000 EACH | . | | . | |
| 1280 | 611.3901 Inlets Median 1 Grate | 10.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1290 | 611.3904 Inlets Median 4 Grate | 1.000 EACH | . | | . | |
| 1300 | 611.8110 Adjusting Manhole Covers | 1.000 EACH | . | | . | |
| 1310 | 612.0106 Pipe Underdrain 6-Inch | 20.000 LF | . | | . | |
| 1320 | 612.0406 Pipe Underdrain Wrapped 6-Inch | 195.000 LF | . | | . | |
| 1330 | 614.0150 Anchor Assemblies for Steel Plate Beam Guard | 4.000 EACH | . | | . | |
| 1340 | 614.0220 Steel Thrie Beam Bullnose Terminal | 2.000 EACH | . | | . | |
| 1350 | 614.0230 Steel Thrie Beam | 155.000 LF | . | | . | |
| 1360 | 614.0905 Crash Cushions Temporary | 2.000 EACH | . | | . | |
| 1370 | 614.2300 MGS Guardrail 3 | 225.000 LF | . | | . | |
| 1380 | 614.2500 MGS Thrie Beam Transition | 118.000 LF | . | | . | |
| 1390 | 614.2610 MGS Guardrail Terminal EAT | 4.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1400 | 614.2620 MGS Guardrail Terminal Type 2 | 1.000 EACH | . | | . | |
| 1410 | 616.0100 Fence Woven Wire (height) 01. 4-FT | 8,565.000 LF | . | | . | |
| 1420 | 616.0204 Fence Chain Link 4-FT | 530.000 LF | . | | . | |
| 1430 | 618.0100 Maintenance And Repair of Haul Roads (project) 01. 1420-22-71 | 1.000 EACH | . | | . | |
| 1440 | 619.1000 Mobilization | 1.000 EACH | . | | . | |
| 1450 | 620.0300 Concrete Median Sloped Nose | 668.000 SF | . | | . | |
| 1460 | 624.0100 Water | 435.000 MGAL | . | | . | |
| 1470 | 625.0500 Salvaged Topsoil | 202,500.000 SY | . | | . | |
| 1480 | 627.0200 Mulching | 113,700.000 SY | . | | . | |
| 1490 | 628.1104 Erosion Bales | 100.000 EACH | . | | . | |
| 1500 | 628.1504 Silt Fence | 15,760.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1510 | 628.1520 Silt Fence Maintenance | 15,760.000 LF | . | | . | |
| 1520 | 628.1905 Mobilizations Erosion Control | 14.000 EACH | . | | . | |
| 1530 | 628.1910 Mobilizations Emergency Erosion Control | 8.000 EACH | . | | . | |
| 1540 | 628.2002 Erosion Mat Class I Type A | 31,150.000 SY | . | | . | |
| 1550 | 628.2004 Erosion Mat Class I Type B | 29,950.000 SY | . | | . | |
| 1560 | 628.2006 Erosion Mat Urban Class I Type A | 27,800.000 SY | . | | . | |
| 1570 | 628.7005 Inlet Protection Type A | 100.000 EACH | . | | . | |
| 1580 | 628.7010 Inlet Protection Type B | 20.000 EACH | . | | . | |
| 1590 | 628.7015 Inlet Protection Type C | 80.000 EACH | . | | . | |
| 1600 | 628.7020 Inlet Protection Type D | 20.000 EACH | . | | . | |
| 1610 | 628.7504 Temporary Ditch Checks | 1,000.000 LF | . | | . | |

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|------------|------------------------------------|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1620 | 628.7555 Culvert Pipe Checks | 130.000 EACH | . | | . | |
| 1630 | 628.7560 Tracking Pads | 2.000 EACH | . | | . | |
| 1640 | 628.7570 Rock Bags | 100.000 EACH | . | | . | |
| 1650 | 629.0210 Fertilizer Type B | 128.000 CWT | . | | . | |
| 1660 | 630.0120 Seeding Mixture No. 20 | 395.000 LB | . | | . | |
| 1670 | 630.0130 Seeding Mixture No. 30 | 3,535.000 LB | . | | . | |
| 1680 | 630.0140 Seeding Mixture No. 40 | 120.000 LB | . | | . | |
| 1690 | 630.0160 Seeding Mixture No. 60 | 100.000 LB | . | | . | |
| 1700 | 630.0200 Seeding Temporary | 2,725.000 LB | . | | . | |
| 1710 | 630.0300 Seeding Borrow Pit | 100.000 LB | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1720 | 632.0101 Trees (species) (size) (root) 01. Coffeetree, 'Espresso', B&B, 2.5" Cal. | 3.000 EACH | . | | . | |
| 1730 | 632.0101 Trees (species) (size) (root) 02. Elm, 'Frontier', B&B, 2.5" Cal. | 6.000 EACH | . | | . | |
| 1740 | 632.0101 Trees (species) (size) (root) 03. Elm, 'New Horizon', B&B, 2.5" Cal. | 23.000 EACH | . | | . | |
| 1750 | 632.0101 Trees (species) (size) (root) 04. Elm, 'Princeton', B&B, 2.5" Cal. | 8.000 EACH | . | | . | |
| 1760 | 632.0101 Trees (species) (size) (root) 05. Hackberry, 'Prairie Pride', B&B, 2.5" Cal. | 15.000 EACH | . | | . | |
| 1770 | 632.0101 Trees (species) (size) (root) 06. Honeylocust, 'Skyline', B&B, 2.5" Cal. | 4.000 EACH | . | | . | |
| 1780 | 632.0101 Trees (species) (size) (root) 07. Linden, 'Redmond', B&B, 2.5" Cal. | 3.000 EACH | . | | . | |
| 1790 | 632.0101 Trees (species) (size) (root) 08. Maple, Freeman 'Celebration', B&B, 2.5" Cal. | 16.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1800 | 632.0101 Trees (species) (size) (root) 09. Maple, Freeman 'Marmo', B&B, 2. 5" Cal. | 17.000 EACH | . | | . | |
| 1810 | 632.0101 Trees (species) (size) (root) 10. Maple, Sugar 'Legacy', B&B, 2. 5" Cal | 3.000 EACH | . | | . | |
| 1820 | 632.0101 Trees (species) (size) (root) 11. Oak, Bur, B&B, 2.5" Cal. | 3.000 EACH | . | | . | |
| 1830 | 632.0101 Trees (species) (size) (root) 12. Oak, English 'Skymaster', B&B, 2.5" Cal. | 14.000 EACH | . | | . | |
| 1840 | 632.0101 Trees (species) (size) (root) 13. Oak, Swamp White, B&B, 2.5" Cal. | 5.000 EACH | . | | . | |
| 1850 | 632.0101 Trees (species) (size) (root) 14. Crabapple, 'Firebird', B&B, 2" Cal. | 15.000 EACH | . | | . | |
| 1860 | 632.0101 Trees (species) (size) (root) 15. Crabapple, 'Prairifire', B&B, 2" Cal | 5.000 EACH | . | | . | |
| 1870 | 632.0101 Trees (species) (size) (root) 16. Crabapplet, 'Snowdrift', B&B, 2" Cal | 3.000 EACH | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1880 | 632.0101 Trees (species) (size) (root) 17. Hawthorn, Thornless Cockspur (Shrub Form Tree), B&B, 8' HT | 9.000 EACH | . | | . | |
| 1890 | 632.0101 Trees (species) (size) (root) 18. Hawthorn, 'Winter King', B&B, 2" Cal | 4.000 EACH | . | | . | |
| 1900 | 632.0101 Trees (species) (size) (root) 19. Ironwood, B&B, 2" Cal. | 3.000 EACH | . | | . | |
| 1910 | 632.0101 Trees (species) (size) (root) 20. Pear, 'Korean Sun', B&B, 2" Cal. | 3.000 EACH | . | | . | |
| 1920 | 632.0201 Shrubs (species) (size) (root) 01. Juniper, Pfitzer 'Kallay's Compact', CONT, 24" Sp./#3 | 93.000 EACH | . | | . | |
| 1930 | 632.9101 Landscape Planting Surveillance and Care Cycles | 26.000 EACH | . | | . | |
| 1940 | 633.0100 Delineator Posts Steel | 131.000 EACH | . | | . | |
| 1950 | 633.0500 Delineator Reflectors | 139.000 EACH | . | | . | |
| 1960 | 633.1000 Delineator Brackets | 8.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1970 | 633.5200 Markers Culvert End | 37.000 EACH | . | | . | |
| 1980 | 634.0612 Posts Wood 4x6-Inch X 12-FT | 34.000 EACH | . | | . | |
| 1990 | 634.0614 Posts Wood 4x6-Inch X 14-FT | 55.000 EACH | . | | . | |
| 2000 | 634.0616 Posts Wood 4x6-Inch X 16-FT | 67.000 EACH | . | | . | |
| 2010 | 634.0618 Posts Wood 4x6-Inch X 18-FT | 20.000 EACH | . | | . | |
| 2020 | 635.0200 Sign Supports Structural Steel HS | 1,348.000 LB | . | | . | |
| 2030 | 636.0100 Sign Supports Concrete Masonry | 18.400 CY | . | | . | |
| 2040 | 636.0500 Sign Supports Steel Reinforcement | 136.000 LB | . | | . | |
| 2050 | 636.1000 Sign Supports Steel Reinforcement HS | 1,960.000 LB | . | | . | |
| 2060 | 637.1220 Signs Type I Reflective SH | 370.000 SF | . | | . | |
| 2070 | 637.2210 Signs Type II Reflective H | 1,488.970 SF | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2080 | 637.2215 Signs Type II Reflective H Folding | 20.000 SF | . | | . | |
| 2090 | 637.2220 Signs Type II Reflective SH | 6.750 SF | . | | . | |
| 2100 | 637.2230 Signs Type II Reflective F | 252.750 SF | . | | . | |
| 2110 | 638.2602 Removing Signs Type II | 103.000 EACH | . | | . | |
| 2120 | 638.3000 Removing Small Sign Supports | 109.000 EACH | . | | . | |
| 2130 | 641.1200 Sign Bridge Cantilevered (structure) 01. S-20-41 | LUMP | LUMP | | . | |
| 2140 | 641.1200 Sign Bridge Cantilevered (structure) 02. S-20-42 | LUMP | LUMP | | . | |
| 2150 | 642.5201 Field Office Type C | 1.000 EACH | . | | . | |
| 2160 | 643.0200 Traffic Control Surveillance and Maintenance (project) 01. 1420-22-71 | 260.000 DAY | . | | . | |
| 2170 | 643.0300 Traffic Control Drums | 41,111.000 DAY | . | | . | |
| 2180 | 643.0410 Traffic Control Barricades Type II | 1,020.000 DAY | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2190 | 643.0420 Traffic Control Barricades Type III | 5,932.000 DAY | . | | . | |
| 2200 | 643.0705 Traffic Control Warning Lights Type A | 7,111.000 DAY | . | | . | |
| 2210 | 643.0715 Traffic Control Warning Lights Type C | 9,467.000 DAY | . | | . | |
| 2220 | 643.0800 Traffic Control Arrow Boards | 512.000 DAY | . | | . | |
| 2230 | 643.0900 Traffic Control Signs | 16,011.000 DAY | . | | . | |
| 2240 | 643.0920 Traffic Control Covering Signs Type II | 2.000 EACH | . | | . | |
| 2250 | 643.1000 Traffic Control Signs Fixed Message | 60.000 SF | . | | . | |
| 2260 | 643.1050 Traffic Control Signs PCMS | 70.000 DAY | . | | . | |
| 2270 | 643.2000 Traffic Control Detour (project) 01. 1420-22-71 | 1.000 EACH | . | | . | |
| 2280 | 643.3000 Traffic Control Detour Signs | 4,770.000 DAY | . | | . | |
| 2290 | 645.0111 Geotextile Fabric Type DF Schedule A | 11.000 SY | . | | . | |

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| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2300 | 645.0120 Geotextile Fabric Type HR | 370.000 SY | . | | . | |
| 2310 | 646.0106 Pavement Marking Epoxy 4-Inch | 44,775.000 LF | . | | . | |
| 2320 | 646.0126 Pavement Marking Epoxy 8-Inch | 730.000 LF | . | | . | |
| 2330 | 646.0600 Removing Pavement Markings | 2,981.000 LF | . | | . | |
| 2340 | 646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch | 3,530.000 LF | . | | . | |
| 2350 | 646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch | 2,957.000 LF | . | | . | |
| 2360 | 647.0166 Pavement Marking Arrows Epoxy Type 2 | 8.000 EACH | . | | . | |
| 2370 | 647.0206 Pavement Marking Arrows Bike Lane Epoxy | 13.000 EACH | . | | . | |
| 2380 | 647.0256 Pavement Marking Symbols Epoxy | 3.000 EACH | . | | . | |
| 2390 | 647.0306 Pavement Marking Symbols Bike Lane Epoxy | 13.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2400 | 647.0356 Pavement Marking Words Epoxy | 2.000 EACH | . | | . | |
| 2410 | 647.0358 Pavement Marking Words Preformed Thermoplastic | 10.000 EACH | . | | . | |
| 2420 | 647.0566 Pavement Marking Stop Line Epoxy 18-Inch | 26.000 LF | . | | . | |
| 2430 | 647.0606 Pavement Marking Island Nose Epoxy | 4.000 EACH | . | | . | |
| 2440 | 647.0656 Pavement Marking Parking Stall Epoxy | 1,192.000 LF | . | | . | |
| 2450 | 647.0726 Pavement Marking Diagonal Epoxy 12-Inch | 409.000 LF | . | | . | |
| 2460 | 647.0746 Pavement Marking Diagonal Epoxy 24-Inch | 163.000 LF | . | | . | |
| 2470 | 647.0766 Pavement Marking Crosswalk Epoxy 6-Inch | 225.000 LF | . | | . | |
| 2480 | 649.0400 Temporary Pavement Marking Removable Tape 4-Inch | 33,900.000 LF | . | | . | |
| 2490 | 649.0600 Temporary Pavement Marking Removable Tape 6-Inch | 738.000 LF | . | | . | |
| 2500 | 649.0801 Temporary Pavement Marking Removable Tape 8-Inch | 4,650.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2510 | 650.4000 Construction Staking Storm Sewer | 125.000 EACH | . | | . | |
| 2520 | 650.4500 Construction Staking Subgrade | 28,566.000 LF | . | | . | |
| 2530 | 650.5000 Construction Staking Base | 17,744.000 LF | . | | . | |
| 2540 | 650.5500 Construction Staking Curb Gutter and Curb & Gutter | 21,695.000 LF | . | | . | |
| 2550 | 650.6000 Construction Staking Pipe Culverts | 8.000 EACH | . | | . | |
| 2560 | 650.6500 Construction Staking Structure Layout (structure) 01. S-20-41 | LUMP | LUMP | | . | |
| 2570 | 650.6500 Construction Staking Structure Layout (structure) 02. S-20-42 | LUMP | LUMP | | . | |
| 2580 | 650.6500 Construction Staking Structure Layout (structure) 03. B-20-226 | LUMP | LUMP | | . | |
| 2590 | 650.7000 Construction Staking Concrete Pavement | 10,650.000 LF | . | | . | |
| 2600 | 650.7500 Construction Staking Concrete Barrier | 875.000 LF | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2610 | 650.8500 Construction Staking Electrical Installations (project) 01. 1420-22-71 | LUMP | LUMP | | | . |
| 2620 | 650.9910 Construction Staking Supplemental Control (project) 01. 1420-22-71 | LUMP | LUMP | | | . |
| 2630 | 650.9920 Construction Staking Slope Stakes | 28,566.000 LF | | . | | . |
| 2640 | 652.0125 Conduit Rigid Metallic 2-Inch | 144.000 LF | | . | | . |
| 2650 | 652.0135 Conduit Rigid Metallic 3-Inch | 112.000 LF | | . | | . |
| 2660 | 652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch | 6,637.000 LF | | . | | . |
| 2670 | 652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch | 739.000 LF | | . | | . |
| 2680 | 653.0140 Pull Boxes Steel 24x42-Inch | 34.000 EACH | | . | | . |
| 2690 | 653.0222 Junction Boxes 18x12x6-Inch | 5.000 EACH | | . | | . |
| 2700 | 654.0105 Concrete Bases Type 5 | 32.000 EACH | | . | | . |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2710 | 654.0224 Concrete Control Cabinet Bases Type L24 | 2.000 EACH | . | | . | |
| 2720 | 655.0610 Electrical Wire Lighting 12 AWG | 4,644.000 LF | . | | . | |
| 2730 | 655.0615 Electrical Wire Lighting 10 AWG | 8,515.000 LF | . | | . | |
| 2740 | 655.0625 Electrical Wire Lighting 6 AWG | 12,373.000 LF | . | | . | |
| 2750 | 656.0200 Electrical Service Meter Breaker Pedestal (location) 01. USH 151 SB & CTH V | LUMP | LUMP | | . | |
| 2760 | 656.0200 Electrical Service Meter Breaker Pedestal (location) 02. USH 151 NB and CTH V | LUMP | LUMP | | . | |
| 2770 | 657.6005.S Anchor Assemblies Light Poles on Structures | 1.000 EACH | . | | . | |
| 2780 | 659.2124 Lighting Control Cabinets 120/240 24-Inch | 2.000 EACH | . | | . | |
| 2790 | 690.0150 Sawing Asphalt | 900.000 LF | . | | . | |
| 2800 | 690.0250 Sawing Concrete | 3,000.000 LF | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2810 | 715.0415 Incentive Strength Concrete Pavement | 1,390.000 DOL | 1.00000 | | 1390.00 | |
| 2820 | 715.0502 Incentive Strength Concrete Structures | 6,160.000 DOL | 1.00000 | | 6160.00 | |
| 2830 | ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR | 2,400.000 HRS | 5.00000 | | 12000.00 | |
| 2840 | ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR | 2,100.000 HRS | 5.00000 | | 10500.00 | |
| 2850 | SPV.0035 Special 02. Planting Mixture | 841.000 CY | . | | . | |
| 2860 | SPV.0035 Special 03. Topsoil Special | 321.000 CY | . | | . | |
| 2870 | SPV.0035 Special 04. Coloring Concrete Brown | 167.000 CY | . | | . | |
| 2880 | SPV.0060 Special 05. Inlets 2x2.5-FT Special | 9.000 EACH | . | | . | |
| 2890 | SPV.0060 Special 12. Temporary Slope Drains | 2.000 EACH | . | | . | |
| 2900 | SPV.0060 Special 20. Adjusting Water Service Curb Stop | 4.000 EACH | . | | . | |
| 2910 | SPV.0060 Special 21. Adjusting Water Valve Box | 7.000 EACH | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2920 | SPV.0060 Special 23. Adjusting Sanitary Manhole Cover | 4.000 EACH | . | | . | |
| 2930 | SPV.0060 Special 24. Reconstruct Sanitary Sewer Manhole | 2.000 EACH | . | | . | |
| 2940 | SPV.0060 Special 31. Temporary Curb Ramp | 2.000 EACH | . | | . | |
| 2950 | SPV.0060 Special 40. Lighting Meter/Load Center | 1.000 EACH | . | | . | |
| 2960 | SPV.0060 Special 41. Municipal Light Poles | 20.000 EACH | . | | . | |
| 2970 | SPV.0060 Special 42. Municipal Mast Arms 6-FT | 12.000 EACH | . | | . | |
| 2980 | SPV.0060 Special 43. Municipal Mast Arms 12-FT | 8.000 EACH | . | | . | |
| 2990 | SPV.0060 Special 44. Municipal Transformer Bases | 20.000 EACH | . | | . | |
| 3000 | SPV.0060 Special 45. Municipal LED Luminaires Type 1 | 9.000 EACH | . | | . | |
| 3010 | SPV.0060 Special 46. Municipal LED Luminaires Type 2 | 1.000 EACH | . | | . | |
| 3020 | SPV.0060 Special 47. Municipal LED Luminaires Type 3 | 10.000 EACH | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3030 | SPV.0060 Special 48. Parking Lot Concrete Bases | 2.000 EACH | . | | . | |
| 3040 | SPV.0060 Special 51. Poles Type 5-Aluminum Black | 14.000 EACH | . | | . | |
| 3050 | SPV.0060 Special 52. Transformer Bases Breakaway, 11 1/2-Inch Clamp 12-FT Black | 14.000 EACH | . | | . | |
| 3060 | SPV.0060 Special 53. Luminaire Arms Truss Type 4 4 1/2-Inch Clamp 12-FT Black | 14.000 EACH | . | | . | |
| 3070 | SPV.0060 Special 55. Luminaires Utility LED Category C Black | 14.000 EACH | . | | . | |
| 3080 | SPV.0060 Special 60. Coneflower, 'White Swan' CG, 1 Gal. | 45.000 EACH | . | | . | |
| 3090 | SPV.0060 Special 61. Little Bluestem, 'Blue Heaven' CG, 1 Gal. | 552.000 EACH | . | | . | |
| 3100 | SPV.0060 Special 62. Liatris, 'Kobold' CG, 1 Gal. | 81.000 EACH | . | | . | |
| 3110 | SPV.0060 Special 63. Prairie Dropseed 'Tara' CG, 1 Gal. | 162.000 EACH | . | | . | |
| 3120 | SPV.0075 Special 01. Street Sweeping | 96.000 HRS | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3130 | SPV.0090 Special 05. Pavement Marking Grooved Preformed Thermoplastic 18-Inch | 311.000 LF | . | | . | |
| 3140 | SPV.0090 Special 06. Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch | 675.000 LF | . | | . | |
| 3150 | SPV.0090 Special 07. Railing Tubular Screening Galvanized B-20-226 | 561.000 LF | . | | . | |
| 3160 | SPV.0090 Special 14. Maintaining Pedestrian Safety Fence | 600.000 LF | . | | . | |
| 3170 | SPV.0120 Special 01. Water for Seeded Areas | 3,418.000 MGAL | . | | . | |
| 3180 | SPV.0165 Special 03. Concrete Sidewalk 8-Inch | 517.000 SF | . | | . | |
| 3190 | SPV.0180 Special 01. Shredded Hardwood Bark Mulch | 1,342.000 SY | . | | . | |
| | SECTION 0001 TOTAL | | | | . | |
| | TOTAL BID | | | | . | |

PLEASE ATTACH SCHEDULE OF ITEMS HERE