

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 7

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Rock	5360-01-71	WISC 2016 050	Milton Avenue, City of Janesville, Centerway to Kennedy/Randolph Road	STH 26

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 8, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 30, 2016	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Milling asphaltic pavement, grading, base aggregate dense, HMA pavement, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, permanent signing, pavement marking and traffic signals.	
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 5360-01-71 Milton Avenue (STH 26), City of Janesville, Centerway to Kennedy/Randolph Road, located in Rock 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, 2016 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 (20150630)

2. Scope of Work.

The work under this contract shall consist of milling asphaltic pavement, grading, base aggregate dense, HMA pavement, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, permanent signing, pavement marking, traffic signals and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

A General

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

The contractor shall not begin work prior to May 23, 2016.

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.

B Work Restrictions

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

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

From noon Tuesday, July 26, 2016 to 6:00 AM Monday, August 1, 2016, no work may occur south of the Mount Zion intersection to allow for access of traffic to the Rock County Fair Grounds.

Contact Skelly Farm Markets, located in the parking lot at 1300 Milton Avenue – Parcel 29, one week prior to starting work on the northeast corner of STH 26/Mount Zion Avenue to coordinate adjustment of the location Skelly Farm Markets stand within the parking lot. Skelly Farm Markets can move the stand to the north within the parking lot if the stand is located too close to the construction limits. Limit impacts in the parking lot to a maximum of 14 days to minimize inconvenience to the vendor.

C Schedule of Operations

There may be multiple mobilizations for such items as: traffic control, signing items, temporary pavement marking, topsoil, sodding, drainage items and other incidental items related to staging. No additional payment will be made by the department for said mobilizations.

Place HMA Pavement Type E-10 within 48 hours of removing asphaltic surface milling and removing concrete surface partial depth. A wedge of cold mix asphalt shall be placed at commercial driveways after milling per the project plan construction detail to maintain adequate access to businesses. Placement and removal of the cold mix asphalt wedge is incidental to milling and paving operations.

Removals and replacements for base patching and storm sewer must be completed within one day. No base patch or storm sewer removal and replacement locations may remain open over night or during weekends.

The contractor shall have 5 calendar days within Stage 3 to close the west leg of the STH 26/Centerway intersection to complete work including removals, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, removing asphaltic surface milling and HMA pavement operations. During the closure of the west leg of the STH 26/Centerway intersection, the STH 26/E. Memorial Drive intersection must remain open.

If the contractor fails to complete the work necessary to reopen the west leg of the STH 26/Centerway intersection to traffic within five calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond five 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.

The contractor shall have five calendar days within Stage 3 to close the west leg of the STH 26/E. Memorial Drive intersection to complete work including removals, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, removing asphaltic surface milling and HMA pavement operations. During the closure of the west leg of the STH 26/E. Memorial Drive intersection, the STH 26/Centerway intersection must remain open. The STH 26/E. Memorial Drive intersection shall not be closed while school is in session.

If the contractor fails to complete the work necessary to reopen the west leg of the STH 26/E. Memorial Drive intersection to traffic within five calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond five 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.

The contractor shall have five calendar days within Stage 4 to close the east leg of the STH 26/Centerway intersection to complete work including removals, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, removing asphaltic surface milling and HMA pavement operations. During the closure of the east leg of the STH 26/Centerway intersection, the STH 26/E. Memorial Drive intersection must remain open.

If the contractor fails to complete the work necessary to reopen the east leg of the STH 26/Centerway intersection to traffic within 5 calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond five 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.

The contractor shall have five calendar days within Stage 4 to close the east leg of the STH 26/E. Memorial Drive intersection to complete work including removals, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, removing asphaltic surface milling and HMA pavement operations. During the closure of the west leg of the STH 26/E. Memorial Drive intersection, the STH 26/Centerway intersection must remain open. The STH 26/E. Memorial Drive intersection shall not be closed while school is in session.

If the contractor fails to complete the work necessary to reopen the east leg of the STH 26/E. Memorial Drive intersection to traffic within five calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the

contract work remains incomplete beyond five 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.

The department will not grant time extensions to the interim completion dates specified above for the following:

1. Severe weather as specified in standard spec 108.10.2.2.
2. Labor disputes that are not industry wide.
3. Delays in material deliveries.

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

The schedule of operations shall conform to the construction staging as shown in the construction staging plans, unless the engineer approves modifications to the schedule in writing. The schedule of operations shall conform to the following construction staging as described herein:

Stage 1

- Install temporary signals at the STH 26/Centerway intersection.
- Install temporary signals at the STH 26/E. Memorial Drive intersection.
- Install temporary signals at the STH 26/Mount Zion Avenue intersection.
- Install temporary signals at the STH 26/Black Bridge Road intersection.
- Install temporary signals at the STH 26/Kennedy/Randolph Road intersection.
- Maintain full pedestrian access.

Stage 2

Centerway to Mount Zion Avenue

- Complete concrete base patching and storm sewer work within the northbound and southbound inside lanes of STH 26 from Centerway to south of Mount Zion Avenue.
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction. For example, when Blaine Avenue is closed to complete base patching work, Sherman Avenue and E. Memorial Drive shall remain open. Reopen intersections as work is completed.
- Maintain full pedestrian access.

Mount Zion Avenue to the north project limits:

- Complete concrete base patching of the northbound and southbound inside lanes on STH 26 from Mount Zion Avenue to the north project limits.
- Complete concrete base patching within left turn lane areas during night-time or weekend hours.
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction and that pedestrian connectivity can be maintained. Reopen each intersection as work is completed.
- Maintain full pedestrian access.

Stage 3

Centerway to Mount Zion Avenue:

- Complete concrete base patching in the outside through lane and curb and gutter replacement, driveway apron replacement, curb ramp reconstruction, storm sewer inlet and pipe repairs, and resurfacing of the roadway for the southbound lanes of STH 26 from Centerway to Mount Zion Avenue.
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction and that pedestrian connectivity can be maintained. Reopen each intersection as work is completed.
- Install permanent signal bases, pull boxes, and conduit on west side of STH 26 at Centerway.
- Install permanent signal bases, pull boxes, and conduit on west side of STH 26 at E. Memorial Drive.
- Full pedestrian access in the north-south direction along Milton Avenue will be provided on the east side of the street. Pedestrian access in the east-west direction crossing Milton Avenue will be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the west side of Milton Avenue can be achieved.

Five Calendar Day Closure of the west leg of the STH 26/Centerway Intersection:

- Construct the west leg of the STH 26/Centerway intersection including removals, base patching, concrete curb and gutter, concrete sidewalk, concrete safety island, storm sewer, removing asphaltic surface milling, HMA pavement operations, and permanent pavement marking.
- Continue installation of permanent signal bases, pull boxes, and conduit on west leg of the STH 26/Centerway intersection.
- No construction shall occur within the intersection STH 26/E. Memorial Drive.

Five Calendar Day Closure of the west leg of the STH 26/E. Memorial Drive Intersection:

- Construct the west leg of the STH 26/E. Memorial Drive intersection including removals, base patching, concrete curb and gutter, concrete sidewalk, concrete safety island, storm sewer, removing asphaltic surface milling, HMA pavement operations, and permanent pavement marking.
- Continue installation of permanent signal bases, pull boxes, and conduit on west leg of the STH 26/E. Memorial intersection.
- No construction shall occur within the STH 26/Centerway intersection.

Mount Zion Avenue to the North Project Limits:

- Complete resurfacing of the pavement of the northbound and southbound inside lanes of STH 26 from Mount Zion Avenue to the north project limits. From Mount Zion Avenue to the north project limits, complete construction on the inside two through lanes of southbound STH 26 while traffic is in the outside through lane. From Mount Zion Avenue to Kennedy/Randolph Road, complete construction on the inside through lane of northbound STH 26 while traffic is in the outside through lane. From Kennedy/Randolph Road to the north project limits, complete

construction on the in the inside two through lanes for northbound and southbound STH 26 while traffic is in the outside through lanes. Provide exclusive left turn lanes on STH 26 at the Mount Zion Avenue, Black Bridge Road and Kennedy/Randolph Road intersections during stage 3 construction. Occasional short-term left turn lane closures on STH 26 are required to accommodate resurfacing of the pavement within these intersections.

- Complete concrete base patching within the left turn lane areas during night-time or weekend hours.
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction and that pedestrian connectivity can be maintained. Reopen each intersection as work is completed.
- Install permanent signal bases, pull boxes, and conduit in the STH 26 medians at Mount Zion Avenue, Black Bridge Road, and Kennedy/Randolph Road intersections.
- Maintain full pedestrian access.

Stage 4

Centerway to Mount Zion Avenue

- Complete concrete base patching of the outside lane and curb and gutter replacement, driveway apron replacement, curb ramp reconstruction, storm sewer inlet and pipe repairs, resurfacing of the roadway, and permanent pavement marking for the northbound lanes of STH 26 from Centerway to Mount Zion Avenue.
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction and that pedestrian connectivity can be maintained. Reopen each intersection as work is completed.
- Install permanent signal bases, pull boxes, and conduit on east side of STH 26 at Centerway.
- Install permanent signal bases, pull boxes, and conduit on east side of STH 26 at E. Memorial Drive.
- Full pedestrian access in the north-south direction along Milton Avenue will be provided on the west side of the street. Pedestrian access in the east-west direction crossing Milton Avenue will be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the east side of Milton Avenue can be achieved.

Five Calendar Day Closure of the east leg of the STH 26/Centerway Intersection:

- Construct the east leg of the STH 26/Centerway intersection including removals, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, removing asphaltic surface milling, HMA pavement operations, and permanent pavement marking.
- Continue installation of permanent signal bases, pull boxes, and conduit on east leg of the STH 26/Centerway intersection.
- No construction shall occur within the intersection STH 26/E. Memorial Drive.

Five Calendar Day Closure of the east leg of the STH 26/E. Memorial Drive Intersection:

- Construct the east leg of the STH 26/E. Memorial Drive intersection including removals, base patching, concrete curb and gutter, concrete sidewalk, storm sewer, removing asphaltic surface milling, HMA pavement operations, and permanent pavement marking.
- Continue installation of permanent signal bases, pull boxes, and conduit on east leg of the STH 26/E. Memorial Drive intersection.
- No construction shall occur within the STH 26/Centerway intersection.

Mount Zion Avenue to the North Project Limits:

- Complete concrete base patching of the outside lanes, resurfacing of the pavement, curb ramp reconstruction, storm sewer inlet repairs, permanent pavement marking, and traffic signal work for the northbound and southbound outside lanes of STH 26 from Mount Zion Avenue to the north project limits. From Mount Zion Avenue to Kennedy/Randolph Road, complete construction on the outside through lane of northbound STH while traffic is in the inside through lane. From Kennedy/Randolph Road to the north project limits, complete construction on the outside through lane of northbound STH 26 while traffic is in the inside through lanes. From Mount Zion Avenue to the north project limits, complete construction on the outside through lane of southbound STH 26 while traffic is in the inside through lanes.
- Complete base patching within the side road left turn lane areas during night-time or weekend hours.
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction and that pedestrian connectivity can be maintained. Reopen each intersection as work is completed.
- Install permanent signal bases, pull boxes, and conduit around the outside of the intersections at Mount Zion Avenue, Black Bridge Road, and Kennedy/Randolph Road intersections.
- Maintain full pedestrian access in the north-south direction along Milton Avenue the east side of Milton Avenue while constructing curb ramps on the west side of Milton Avenue. Pedestrian access in the east-west direction crossing Milton Avenue will be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the west side of Milton Avenue can be achieved. When all curb ramps are reconstructed along the west side of Milton Avenue, maintain full pedestrian access in the north-south direction along Milton Avenue the west side of Milton Avenue while constructing curb ramps on the east side of Milton Avenue. Pedestrian access in the east-west direction crossing Milton Avenue will be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the east side of Milton Avenue can be achieved.

Stage 5

- Complete permanent pavement marking along the project corridor in areas not completed in stage 3 and 4 as detailed in the Miscellaneous Quantities section of the plans.
- Complete permanent traffic signal installation at the STH 26/Centerway intersection and remove temporary traffic signals.
- Complete permanent traffic signal installation at the STH 26/E. Memorial Drive intersection and remove temporary traffic signals.
- Complete permanent traffic signal work at the STH 26/Mount Zion Avenue intersection and remove temporary traffic signals.
- Complete permanent traffic signal work at the STH 26/Black Bridge Road intersection and remove temporary traffic signals.
- Complete permanent traffic signal work at the STH 26/Kennedy/Randolph Road intersection and remove temporary traffic signals.
- Maintain full pedestrian access.

4. Traffic.

A General

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

Place portable changeable message signs at least one week prior to the start of construction indicating the anticipated start date of construction.

Traffic control stage changes are only allowed during off peak traffic periods.

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

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

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

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

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

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

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

B Definitions

The following definitions shall apply to this contract:

Peak Travel Periods

7:00 AM to 6:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Non-Peak Travel Periods

6:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday to 7:00 AM the following day.

Night-Time Periods

7:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday to 7:00 AM the following day.

Weekend Periods

7:00 AM Saturday to 7:00 AM Monday

C Traffic Control Description

Stage 1

- Short-term temporary single lane closures at the STH 26/Centerway intersection for temporary traffic signal installation.
- Short-term temporary single lane closures at the STH 26/E. Memorial Drive intersection for temporary traffic signal installation.
- Short-term temporary single lane closures at the STH 26/Mount Zion Avenue intersection for temporary traffic signal installation.
- Short-term temporary single lane closures at the STH 26/Black Bridge Road intersection for temporary traffic signal installation.
- Short-term temporary single lane closures at the STH 26/Kennedy/Randolph Road intersection for temporary traffic signal installation.
- Full pedestrian access shall be maintained.

Stage 2

Centerway to Mount Zion Avenue

- Close the inside lanes of northbound and southbound STH 26.
- Traffic will be traveling on STH 26 in one outside northbound and one outside southbound lane during construction.
- Restrict select turning movements at intersections with low turning volumes to expedite work to be completed within the intersections including:
- Prohibit left turns from northbound STH 26 to westbound Centerway.
- Prohibit left turns from southbound STH 26 to eastbound Centerway.
- Prohibit left turns from westbound Centerway to southbound STH 26.
- Prohibit left turns from northbound STH 26 to westbound E. Memorial Drive until work is completed in the left turn lane location and the lane can be reopened. Once the work is completed, provide a left turn on northbound STH 26 to westbound E. Memorial Drive.
- Prohibit left turns from southbound STH 26 to eastbound E. Memorial Drive until work is completed in the left turn lane location and the lane can be reopened. Once the work is completed, provide a left turn on southbound STH 26 to eastbound E. Memorial Drive.
- When the left turn movements are restricted, bag the left turn signal heads (if present).
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction. For example Blaine Avenue will be closed for to complete base patching work while Sherman Avenue and E. Memorial Drive remain open. Reopen each intersection as work is completed.
- Full pedestrian access shall be maintained.

Mount Zion Avenue to the North Project Limits:

- From Mount Zion Avenue to the north project limits, close the inside two through lanes of southbound STH 26.
- From Mount Zion Avenue to Kennedy/Randolph Road, close the inside through lane of northbound STH 26.
- From Kennedy/Randolph Road to the north project limits, close the inside two through lanes of northbound STH 26.
- Complete base patching within intersections under short-term left turn lane closures on STH 26 :
- Left turn lanes on STH 26 at Mount Zion Avenue shall to be closed for up to two consecutive days.
- Left turn lanes on STH 26 at Black Bridge Road shall to be closed for up to two consecutive days.
- Left turn lanes on STH 26 at Kennedy/Randolph Road shall to be closed for up to of two consecutive days.
- Provide exclusive left turn lanes on STH 26 at the Mount Zion Avenue, Black Bridge Road and Kennedy/Randolph Road intersections during stage 2 construction.
- Full pedestrian access shall be maintained.

Stage 3

Centerway to Mount Zion Avenue:

- Close the southbound lanes of STH 26.
- Restrict select turning movements at intersections with low turning volumes to expedite work to be completed within the intersections including:
- Prohibit left turns from northbound STH 26 to westbound Centerway.
- Prohibit left turns from southbound STH 26 to eastbound Centerway.
- Prohibit left turns from westbound Centerway to southbound STH 26.
- Prohibit left turns from northbound STH 26 to westbound E. Memorial Drive until work is completed in the left turn lane location and the lane can be reopened. Once the work is completed, provide a left turn on northbound STH 26 to westbound E. Memorial Drive.
- Prohibit left turns from southbound STH 26 to eastbound E. Memorial Drive until work is completed in the left turn lane location and the lane can be reopened. Once the work is completed, provide a left turn on southbound STH 26 to eastbound E. Memorial Drive.
- When the left turn movements are restricted, bag the left turn signal heads (if present).
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction. Each intersection shall reopen as work is completed.
- Full pedestrian access in the north-south direction along Milton Avenue shall be provided on the east side of the street. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the west side of Milton Avenue can be achieved.

Five Calendar Day Closure of the west leg of the STH 26/Centerway Intersection:

- Close the west leg of the STH 26/Centerway intersection.
- Detour eastbound STH 26 traffic via USH 51 to Black Bridge Road to STH 26.
- Detour westbound STH 26 traffic via Black Bridge Road to USH 12 to STH 26.
- Restrict select turning movements at intersections with low turning volumes to expedite work to be completed within the intersections including:
- Left turns from southbound STH 26 to eastbound Centerway will be prohibited.
- Left turns from westbound Centerway to southbound STH 26 will be prohibited.
- When the left turn movements are restricted, the left turn signal heads (if present) shall be bagged.
- No construction shall occur within the intersection STH 26/E. Memorial Drive.

Five Calendar Day Closure of the west leg of the STH 26/E. Memorial Drive Intersection:

- Close the west leg of E. Memorial Drive.
- Detour eastbound E. Memorial Drive traffic via USH 51 to Black Bridge Road to STH 26 to E. Memorial Drive.

- Detour westbound E. Memorial Drive Traffic via Black Bridge Road to USH 51 to E. Memorial Drive.
- Restrict select turning movements at intersections with low turning volumes to expedite work to be completed within the intersections including:
 - Prohibit left turns from westbound E. Memorial Drive to southbound STH 26.
 - When the left turn movements are restricted, the left turn signal heads (if present) shall be bagged.
- No construction shall occur within the STH 26/Centerway intersection.

Mount Zion Avenue to the north project limits:

- From Mount Zion Avenue to the north project limits, close the inside two through lanes of southbound STH 26.
- From Mount Zion Avenue to Kennedy/Randolph Road, close the inside through lane of northbound STH 26.
- From Kennedy/Randolph Road to the north project limits, close the inside two through lanes of northbound STH 26.
- Occasional short-term left turn lane closures on STH 26 are required to accommodate resurfacing of the pavement within these intersections.
- Left turn lanes on STH 26 at Mount Zion Avenue are expected to be closed for up to one day.
- Left turn lanes on STH 26 at Black Bridge Road are expected to be closed for up to one day.
- Left turn lanes on STH 26 at Kennedy/Randolph Road are expected to be closed for up to one day.
- Stagger closures of left turn and right turn movements at signalized intersections (i.e. Mount Zion Avenue, Black Bridge Road and Kennedy/Randolph Road) so that turning movements at signalized intersections are not be closed concurrently. For example when Black Bridge Road turning movements are restricted, Mount Zion Avenue and Kennedy/Randolph Road turning movements remain open. Reopen each intersection as work is completed.
- When the left turn movements are restricted, bag the left turn signal heads (if present).
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction and that pedestrian connectivity can be maintained. Reopen each intersection as work is completed.
- Full pedestrian access shall be maintained.

Stage 4

Centerway to Mount Zion Avenue

- Close the northbound lanes of STH 26.
- Restrict select turning movements at intersections with low turning volumes to expedite work to be completed within the intersections including:
 - Prohibit left turns from northbound STH 26 to westbound Centerway.
 - Prohibit left turns from southbound STH 26 to eastbound Centerway.
 - Prohibit left turns from westbound Centerway to southbound STH 26.

- Prohibit left turns from northbound STH 26 to westbound E. Memorial Drive until work is completed in the left turn lane location and the lane can be reopened. Once the work is completed, provide a left turn on northbound STH 26 to westbound E. Memorial Drive.
- Prohibit left turns from southbound STH 26 to eastbound E. Memorial Drive until work is completed in the left turn lane location and the lane can be reopened. Once the work is completed, provide a left turn on southbound STH 26 to eastbound E. Memorial Drive.
- When the left turn movements are restricted, bag the left turn signal heads (if present).
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction. Reopen each intersection as work is completed.
- Full pedestrian access in the north-south direction along Milton Avenue shall be provided on the west side of the street. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the east side of Milton Avenue can be achieved.

Five Calendar Day Closure of the east leg of the STH 26/Centerway Intersection:

- Close the east leg of the STH 26/Centerway intersection.
- Prohibit the through movement of westbound Centerway across STH 26 until work is completed in that area and the lane can be reopened.
- Prohibit left turns from northbound STH 26 to westbound Centerway.
- Prohibit left turns from southbound STH 26 to eastbound Centerway.
- Prohibit left turns from westbound Centerway to southbound STH 26
- When the left turn movements are restricted, the left turn signal heads (if present) shall be bagged.
- No construction shall occur within the intersection STH 26/E. Memorial Drive.

Five Calendar Day Closure of the east leg of the STH 26/E. Memorial Drive Intersection:

- Close the east leg of E. Memorial Drive.
- Prohibit left turns from northbound STH 26 to westbound E. Memorial.
- Prohibit left turns from southbound STH 26 to eastbound E. Memorial Drive until work is completed in that area and the lane can be reopened.
 - Once the work is completed, provide a left turn on southbound STH 26 to eastbound E. Memorial Drive.
- Prohibit left turns from westbound E. Memorial Drive to southbound STH 26.
- Prohibit the through movement on westbound E. Memorial Drive across STH 26 until work is completed in that area and the lane can be reopened.
 - Once the work is completed, provide a through movement on westbound E. Memorial Drive across STH 26.
- No construction shall occur within the STH 26/Centerway intersection.

Mount Zion Avenue to the north project limits:

- From Mount Zion Avenue to the north project limits, close the outside through lane of northbound and southbound STH 26.
- Stagger closures of left turn and right turn movements at signalized intersections (i.e. Mount Zion Avenue, Black Bridge Road and Kennedy/Randolph Road) so that turning movements at signalized intersections are not be closed concurrently. For example when Black Bridge Road turning movements are restricted, Mount Zion Avenue and Kennedy/Randolph Road turning movements remain open. Reopen each intersection as work is completed.
- When the left turn movements are restricted, the left turn signal heads shall be bagged (if present).
- Stagger construction within intersections to ensure that adjacent intersections are not closed concurrently during construction. Reopen each intersection as work is completed.
- Maintain full pedestrian access in the north-south direction along the east side of Milton Avenue while constructing curb ramps on the west side of Milton Avenue. Pedestrian access in the east-west direction crossing Milton Avenue will be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the west side of Milton Avenue can be achieved. When all curb ramps are reconstructed along the west side of Milton Avenue, maintain full pedestrian access in the north-south direction along the west side of Milton Avenue while constructing curb ramps on the east side of Milton Avenue. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the east side of Milton Avenue can be achieved.

Stage 5

- Short-term temporary single lane closures at the Centerway/STH 26 intersection for removal of temporary traffic signals and completion of permanent traffic signal work.
- Short-term temporary single lane closures at the E. Memorial Drive/STH 26 intersection for removal of temporary traffic signals and completion of permanent traffic signal work.
- Short-term temporary single lane closures at the Mount Zion Avenue/STH 26 intersection for removal of temporary traffic signals and completion of permanent traffic signal work.
- Short-term temporary single lane closures at the Black Bridge Road/STH 26 intersection for removal of temporary traffic signals and completion of permanent traffic signal work.
- Short-term temporary single lane closures at the Kennedy/Randolph Road/STH 26 intersection for removal of temporary traffic signals and completion of permanent traffic signal work.
- Full pedestrian access shall be maintained.

D Pedestrian Access

The contractor shall conduct his construction operations in a safe manner taking into consideration the traveling public, his workers, and access to-and-from the construction zone. Maintain ADA accessible pedestrian walkways that are free from mud, sand, and construction debris

In stage 1, full pedestrian access shall be maintained through the project on existing sidewalk and existing asphalt or concrete roadway surface.

In stage 2, full pedestrian access shall be maintained through the project on existing sidewalk, existing asphalt or concrete roadway surface or milled asphalt roadway surface. Gravel or base course material is not acceptable. If maintaining pedestrian crossing movements on existing milled surface, provide a temporary wedge for the lip created after milling. See plans for construction detail.

In stage 3, from Centerway to Mount Zion Avenue, full pedestrian access in the north-south direction along Milton Avenue shall be provided on the east side of the street. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the west side of Milton Avenue can be achieved. Pedestrian access shall be maintained on existing sidewalk, existing asphalt or concrete roadway surface, or milled asphalt roadway surface. Gravel or base course material is not acceptable. If maintaining pedestrian crossing movements on existing milled surface, provide a temporary wedge for the lip created after milling. See plans for construction detail.

In stage 3, from Mount Zion Avenue to the north project limits, full pedestrian access in the north-south direction shall be provided on the east and west sides of the street. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained. If construction activities occur within an intersection that limits pedestrian access in the east-west direction, the crosswalk shall be closed as shown in the plan. Construction shall be staggered within intersections to ensure that adjacent intersections are not closed concurrently during construction and that pedestrian connectivity can be maintained. Reopen each intersection as work is completed. Pedestrian access shall be maintained on existing sidewalk, existing asphalt or concrete roadway surface, or milled asphalt roadway surface. Gravel or base course material is not acceptable. If maintaining pedestrian crossing movements on existing milled surface, provide a temporary wedge for the lip created after milling. See plans for construction detail.

In stage 4, from Centerway to Mount Zion Avenue, full pedestrian access in the north-south direction along Milton Avenue shall be provided on the west side of the street. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the east side of Milton Avenue can be achieved. Pedestrian access shall be maintained on existing sidewalk, existing asphalt or concrete roadway surface, or milled asphalt roadway surface. Gravel or base course material is not acceptable. If maintaining

pedestrian crossing movements on existing milled surface, provide a temporary wedge for the lip created after milling. See plans for construction detail.

In stage 4, from Mount Zion Avenue to the north project limits, maintain full pedestrian access in the north-south direction along the east side of Milton Avenue while constructing curb ramps on the west side of Milton Avenue. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the west side of Milton Avenue can be achieved. When all curb ramps are reconstructed along the west side of Milton Avenue, maintain full pedestrian access in the north-south direction along the west side of Milton Avenue while constructing curb ramps on the east side of Milton Avenue. Pedestrian access in the east-west direction crossing Milton Avenue shall be maintained at every other intersection. Reconstruct every other intersection until full pedestrian access on the east side of Milton Avenue can be achieved. Pedestrian access shall be maintained on existing sidewalk, existing asphalt or concrete roadway surface, or milled asphalt roadway surface. Gravel or base course material is not acceptable. If maintaining pedestrian crossing movements on existing milled surface, provide a temporary wedge for the lip created after milling. See plans for construction detail.

In stage 5, full pedestrian access shall be maintained through the project on existing sidewalk and existing asphalt or concrete roadway surface.

Maintain transit access at all times on STH 26 within the project limits to either existing bus stops or temporary bus stops approved by Janesville Transit. Bus stops are located at Station 52+69 RT, Station 29+24 'G' RT, Station 75+45 RT, Station 86+84 RT, Station 90+26 LT, Station 93+48 LT, Station 95+96 LT, Station 104+54 RT, Station 110+88 LT, Station 119+49 LT, and Station 127+42 RT. Construction of temporary bus stops is incidental to the contract.

E Property Access

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

During night-time and weekend work north of Mount Zion Avenue, the contractor shall maintain at least one entrance to the CVS and Walgreens pharmacies all at times.

G. Advance Notification

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

City of Janesville Police Department: (608) 755-3100

City of Janesville Fire Department: (608) 755-3050

Rock County Sheriff's Department: (608) 757-8000

Wisconsin State Patrol: (608) 846-8500

Janesville Transit System: (608) 755-3150

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 26 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 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 noon Tuesday, July 26, 2016 to 6:00 AM Monday, August 1, 2016 for the Rock County Fair;
- From noon Friday, September 2, 2016, to 6:00 AM Tuesday, September 6, 2016 for Labor Day.

107-005 (20050502)

6. Utilities.

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

There are underground and overhead utility facilities located within the project limits. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

When interpreting the term "working days" within the "Utilities" article of these special provisions, use the definition provided in Trans 220.03(20) of the Wisconsin Administrative

Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.

Alliant Energy Electric Operations have aerial electrical facilities along the west side of STH 26 from STA 52+25 to Glen Street, along the west side of STH 26 from Glen Street to Memorial Drive, crossing STH 26 at STA 78+10 and Blaine Avenue, along the east side of STH 26 from STA 83+60 to Benton Avenue, crossing STH 26 at Hawthorne Avenue, Elida Street, W. Matheson Street, STA 102+77 and Mount Zion Avenue, along the east side of STH 26 from Mount Zion Avenue to STA 107+93, crossing STH 26 at Black Bridge Road and STA 133+42, along the west side of STH 26 from STA 133+42 to STA 136+71. No aerial electric conflicts are anticipated and there are no underground electric facilities along the project corridor.

Location and Conflict	Resolution
1. Electric power poles are in conflict with proposed construction/grading areas:	
<u>STH 26</u> STA 54+53, 34' LT STA 58+88, 33' LT STA 64+50, 28' RT STA 75+60, 33' RT STA 87+64, 30' RT STA 96+77, 29' RT STA 99+43, 44' LT STA 101+00, 28' RT STA 59+86, 30' RT STA 90+54, 32' RT STA 93+41, 30' LT	Alliant Energy to replace pole due to condition prior to construction. Alliant Energy to relocate poles prior to construction. Approximate new locations per Alliant Energy work plan are: STA 58+74, 32.5' LT STA 64+55, 28.5' RT STA 75+37, 32.5' RT STA 87+66, 32.5' RT STA 96+75, 32.5' RT STA 99+43, 50' LT STA 100+96, 32.5' RT Alliant energy to remove poles prior to construction
2. Electric aerial facilities are in conflict with proposed traffic signal poles:	
<u>STH 26</u> STA 75+53, 33' RT STA 75+69, 44' RT STA 76+20, 44' RT STA 76+30, 34' RT	Alliant Energy to relocate electric power poles to prior to construction. Approximate locations per Alliant Energy work plan are: Existing poles to be relocated from STA 75+60, 33' RT and STA 76+45, 28' RT to STA 75+37, 32' RT, 75+69, 54' RT (new pole), and STA 76+18, 47' RT to resolve conflicts with proposed traffic signal equipment.

Alliant Energy Gas Operations has underground gas facilities along the west and east side of STH 26 from STA 52+25 to STA 97+50, along the east side of STH 26 from STA 97+50 to STA 103+15, along the west side of STH 26 from STA 108+25 to STA 119+40, along the east side of STH 26 from STA 119+40 to STA 136+71, with various laterals and crossings throughout the project.

Location and Conflict	Resolution
1. Gas main is in conflict with proposed storm inlet:	
<p><u>STH 26</u></p> <p>STA 53+42, 39' LT</p> <p>STA 74+69, 30' LT</p> <p>STA 74+69, 30' RT</p> <p>STA 76+33, 30' RT</p>	<p>Alliant Energy to relocate gas main prior to construction to the following locations:</p> <p>Gas main relocated approximately 40' to the southwest.</p> <p>Gas main relocated approximately 3' west.</p> <p>Gas main relocated approximately 5' east.</p> <p>Gas main relocated approximately 5' east.</p>
2. Gas main potentially in conflict with proposed storm sewer pipe:	
<p><u>STH 26</u></p> <p>STA 54+57, 28' RT</p> <p>STA 127+63, 30' RT</p>	<p>Alliant Energy to replace gas main that crosses storm sewer at this location. Gas main relocated approximately 5' east and lowered to avoid existing and proposed storm sewer pipe. Use caution when excavating in this area. Hand excavation within 18 inches of gas main required.</p> <p>Use caution when excavating in this area. Hand excavation within 18 inches of gas main required.</p>
3. Gas main potentially in conflict with concrete base patching areas:	
<p><u>STH 26</u></p> <p>STA 53+40 to STA 55+70, 30' RT</p> <p>Crossing at STA 58+74</p> <p>STA 59+60 to STA 59+70, 35' RT</p> <p>STA 75+70 to STA 75+80, 28' RT</p> <p>Crossing at STA 75+17</p> <p>Crossing at STA 119+29, 35' LT to STA 119+57, 28' RT</p> <p>Crossing at STA 123+25, 24' LT</p> <p>Crossing at STA 127+63, 24' LT/RT</p>	<p>Alliant Energy gas main located below base patching areas. Use caution when excavating in these areas. Hand excavation within 18 inches of gas main required.</p>

Location and Conflict	Resolution
4. Gas main potentially in conflict with proposed traffic signal bases/poles:	
<p><u>STH 26</u></p> <p>STA 54+08, 25' RT</p> <p>STA 55+08, 34' RT</p> <p>STA 75+22, 35' LT</p> <p>STA 75+29, 43' LT</p> <p>STA 75+53, 33' RT</p> <p>STA 76+30, 34' RT</p>	<p>Alliant Energy to relocate gas main per prior to construction to the following locations:</p> <p>Gas main relocated approximately 5' east.</p> <p>Gas main relocated approximately 5' east.</p> <p>Gas main relocated approximately 3' southwest.</p> <p>Gas main relocated approximately 3' southwest.</p> <p>Gas main relocated approximately 6' east.</p> <p>Gas main relocated approximately 5' east.</p>
5. Gas valves potentially in conflict with proposed construction/grading:	
<p><u>STH 26</u></p> <p>STA 53+13, 26' LT</p> <p>STA 54+38, 42' RT</p> <p>STA 81+84, 33' RT</p> <p>STA 119+74, 67' RT</p> <p>STA 119+78, 57' RT</p> <p>STA 127+63, 44' RT</p>	<p>Alliant Energy to relocate gas main approximately 10' to the southwest near STA 53+13, 26' LT and 5' to the east near STA 54+38, 42' RT prior to construction. The valves at STA 53+13, 26' LT and STA 54+38, 42' RT will be eliminated when the gas main is relocated.</p> <p>Alliant Energy to adjust gas valve as needed during construction.</p> <p>Contact Alliant three working days' notice if only hand digging required or five working days' notice if Digger Hotline locates are required prior to each adjustment.</p>

AT&T Wisconsin has underground communication facilities along the east of STH 26 from STA 52+25 to STA 136+71 with various manholes and crossings throughout the project.

Note: transite duct is present. No exposure of the transite duct during excavation activities is currently anticipated during highway project construction.

Location and Conflict	Resolution
1. Communication manholes in conflict with construction/grading areas:	
<p><u>STH 26</u> STA 63+37, 23' RT STA 68+40, 23' RT STA 80+20, 23' RT STA 95+90, 23' RT</p> <p>STA 74+90, 23' RT STA 104+90, 34' RT STA 104+98, 30' RT STA 113+50, 63' RT STA 118+62, 36' RT</p> <p>STA 56+25, 25' RT STA 56+29, 37' RT STA 88+13, 23' RT STA 95+67, 37' RT STA 111+50, 34' RT</p> <p>STA 123+36, 50' RT STA 129+45, 45' RT</p>	<p>AT&T Wisconsin to adjust manholes during construction. Contractor to hand form curb and gutter to be replaced adjacent to these manholes to avoid cementing in AT&T manhole frames and covers. Contact AT&T three working days' notice for manhole adjustments.</p> <p>AT&T Wisconsin to adjust manholes during construction. Contact AT&T three working days' notice for manhole adjustments.</p> <p>AT&T Wisconsin to rebuild corbel/chimney and adjust manholes during construction. Contact AT&T three working days' notice for corbel/ chimney rebuilds and adjustments.</p> <p>AT&T Wisconsin to rebuild corbel/chimney and adjust manholes during construction. Contact AT&T three working days' notice for corbel/ chimney rebuilds and adjustments.</p>
2. Underground facilities potentially in conflict with proposed storm inlet:	
<p><u>STH 26</u></p> <p>STA 55+16, 28' RT STA 64+47, 26' RT</p> <p>STA 59+86, 27' RT STA 69+70, 27' RT</p>	<p>AT&T Wisconsin to adjust underground facilities prior to construction. Lower duct package approximately 8". Lower duct package approximately 12".</p> <p>AT&T Wisconsin to adjust underground facilities during construction. Lower duct package approximately 5". Lower duct package approximately 6".</p> <p>Lowering AT&T facilities will take two days of construction at each location. Contact AT&T three</p>

Location and Conflict	Resolution
	<p>working days' notice prior to requiring adjustment to the fiber optic duct package at each location.</p> <p>Remove concrete prior to AT&T relocation. AT&T to backfill their portion of trench.</p> <p>Backfill trench required for storm sewer removal and replacement at each location.</p> <p>Restore concrete surface after AT&T backfills trench.</p>
3. Underground facilities potentially in conflict with proposed storm sewer pipe:	
<p><u>STH 26</u></p> <p>STA 54+50, 35' RT</p> <p>STA 54+62, 24' RT</p>	<p>AT&T Wisconsin to adjust underground facilities prior to construction.</p> <p>AT&T to lower duct package approximately 8".</p> <p>AT&T to lower duct package approximately 9".</p>
4. Underground facilities potentially in conflict with proposed traffic signal bases/poles:	
<p><u>STH 26</u></p> <p>STA 104+34, 60' LT</p> <p>STA 104+59, 38' RT</p> <p>STA 105+73, 44.5' RT</p> <p>STA 118+44, 42.5' RT</p> <p>STA 118+90, 45' RT</p> <p>STA 119+75, 50' RT</p> <p>STA 127+20, 42' RT</p> <p>STA 127+55, 43' RT</p> <p>STA 128+90, 43' RT</p>	<p>AT&T Wisconsin to adjust underground facilities prior to construction.</p> <p>AT&T to adjust duct package approximately 30" south.</p> <p>AT&T to adjust duct package approximately 30" east.</p> <p>AT&T to adjust duct package approximately 18" east.</p> <p>AT&T to adjust duct package approximately 18" west.</p> <p>AT&T to adjust duct package approximately 12" east.</p> <p>AT&T to adjust duct package approximately 24" east.</p> <p>AT&T to adjust duct package approximately 18" east.</p> <p>AT&T to adjust duct package approximately 18" east.</p> <p>AT&T to adjust duct package approximately 30" east.</p>

Charter Communications has aerial communication facilities along the east side of STH 26 from STA 52+25 to 54+00, along the south side of Centerway 7+90'C' to 10+00'C', along the east side of STH 26 from STA 54+50 to STA 75+50, crossing STH 26 at Benton Avenue, Black Bridge Road and at STA 133+42, along the west side of STH 26 from STA 133+42 to STA 136+71.

Location and Conflict	Resolution
1. Aerial facilities are in conflict with temporary traffic signal span wire and signal heads:	
<p><u>STH 26</u></p> <p>STA 8+28, 21' RT (Centerway) to STA 54+53, 34' LT (STH 26)</p>	<p>Charter Communications to remove aerial strand and anchor in terrace on NE corner of Milton Avenue/Centerway intersection prior to construction.</p>

Location and Conflict	Resolution
2. Alliant Energy is relocating poles to which Charter is attached:	
<u>STH 26</u> STA 54+53, 34' LT STA 58+74, 32.5' LT STA 59+13.5, 30' RT STA 59+56, 33' LT, STA 64+55, 28.5' RT STA 87+66, 30' RT STA 74+55, 32' RT to STA 76+18, 47' RT	Charter Communications to transfer to new Alliant Energy poles prior to construction.

City of Janesville Street Lighting has lighting facilities attached to traffic signal equipment at the intersections of E. Memorial Drive/STH 26, Mt. Zion Avenue/STH 26, Black Bridge Road/STH 26, and Kennedy/Randolph Road/STH 26. The City also has lighting along the median from STA 103+04 to STA 136+71.

Lighting work to be completed by the contractor as part of this project includes:

- Adding lighting to the proposed traffic signal equipment at the Centerway/STH 26 intersection.
- Replacing lighting with the new traffic signal equipment at the Mt. Zion Avenue/STH 26 intersection.
- Existing lighting on traffic signal equipment will remain in place at the E. Memorial Drive/STH 26, Black Bridge Road/STH 26, and Kennedy/Randolph Road/STH 26 intersections.

See the construction plans for traffic signal removal plans and traffic signal plans.

Existing lighting within them median from STA 103+04 to STA 136+71 will remain in place.

City of Janesville Sanitary Sewer has underground facilities along the west side of STH 26 from STA 52+25 to STA 52+83, along the north side of Centerway from STA 7+90'C' to STA 10+00'C' and STA 20+00'C' to STA 20+75'C', along the west side of STH 26 from STA 54+44 to STA 74+91, along the east side of STH 26 from STA 76+41 to STA 104+71, crossing STH 26 at STA 105+21 and traveling east on Mount Zion Avenue, along the east side of STH 26 from STA 105+21 to STA 126+95, along the west side of STH 26 STA 105+21 to STA 136+71, crossing STH 26 STA 119+11 and traveling east/west on Black Bridge Road, along the east side of STH 26 from STA 129+57 to STA 136+71, crossing STH 26 at STA 130+09.

Location and Conflict	Resolution
1. Sanitary sewer manholes are located within proposed construction/grading/concrete base patching areas:	
<u>STH 26</u> Various locations. See Miscellaneous Quantities table in the plan.	Adjustment of sanitary sewer manholes included in the contract.

City of Janesville Traffic Signals has above ground and underground traffic signal equipment at the following intersections: Centerway/STH 26, E. Memorial Drive/STH 26, Mt. Zion Avenue/STH 26, Black Bridge Road/STH 26, and Kennedy/Randolph Road/STH 26.

Traffic signal work to be completed by the contractor as part of this project includes:

- Full replacement of traffic signals at the Centerway/STH 26 intersection.
- Full replacement of traffic signals at the Mt. Zion Avenue/STH 26 intersection.
- Partial traffic signal upgrades at the E. Memorial Drive/STH 26 intersection
- Partial traffic signal upgrades at the Black Bridge Road/STH 26 intersection.
- Partial traffic signal upgrades at the Kennedy/Randolph Road/STH 26 intersection.

See the construction plans for traffic signal removal plans and traffic signal plans.

City of Janesville Water Main has underground facilities along the north side of Centerway from STA 7+90'C' to STA 10+00'C' and STA 20+00'C' to STA 20+75'C', along the east side of STH 26 from STA 52+25 to STA 105+09, crossing STH 26 at STA 59+47 and traveling east/west on Glen Street, crossing STH 26 at STA 69+26 and traveling east/west on Walker Street, crossing STH 26 at STA 76+03 and traveling east/west on Memorial Drive, traveling west on Blaine Avenue, Sherman Avenue, Matheson Street, Newman Street, Black Bridge Drive and Kennedy Drive traveling east on Sherman Avenue, Bennett Street, Elida Avenue, Matheson Street, Creston Park Drive, Newman Street and Randolph Road, crossing STH 26 at STA 90+15 and traveling east/west on Benton Avenue, crossing STH 26 at STA 93+13 and traveling east/west on Hawthorne Avenue, crossing STH 26 at STA 105+09 and traveling east/west on Mount Zion Avenue, along the east and west side of STH 26 from STA 105+09 to STA 136+71, with various laterals throughout the project.

The City of Janesville will be reconstructing a portion of the existing water main prior to construction at the following locations:

Water main reconstruction locations:

- Discontinue in place the existing water main from STA 99+30, 18' LT to STA 118+25, 47' LT and removed the existing water main from STA 118+25, 47' LT to STA 118+70, 47' LT. The City will install new 12" ductile iron water main (DIWM) from STA 99+30, 18'-20' LT, to STA 118+85, 20' LT .

- Discontinue in place the existing water main from STA 104+85, 45' RT to STA 133+85, 36' RT. The City will install new 8" DIWM from STA 104+90, 33' RT to STA 111+75, 31' RT; from STA 111+85, 18' RT to STA 114+65, 18' RT; from STA 114+75, 31' RT to STA 126+00, 31' RT; from STA 126+20, 23' RT to STA 128+75, 20' RT; and from STA 129+00, 29' RT to STA 133+80, 25' RT.

New Water Main Valve and Manholes to be constructed at the following locations prior to construction:

- STA 99+30, 18' LT; STA 104+07, 25' LT; STA 104+90, 33' RT; STA 108+77, 28' RT; STA 113+75, 19' RT; STA 118+85, 20' LT; STA 119+03, 32' RT; STA 128+08, 20' RT; & STA 128+30, 20' RT.

Existing Valve and Valve Manhole to be removed by the City of Janesville prior to construction:

- STA 108+85, 55' RT; STA 113+90, 50' RT; STA 128+12, 20' RT; & STA 128+30, 20' RT

Location and Conflict	Resolution
1. Water main manholes are located within with proposed construction/grading/concrete base patching areas:	
<u>STH 26</u> Various locations. See Miscellaneous Quantities table in the plan.	Adjustment of water main manholes included in the contract.

Windstream has underground communication facilities along the north side of Black Bridge Road from STA 68+05 'WBR', crossing STH 26 to STA 61+ 12 'WBR', along the west side of STH 26 from STA 119+19 to STA 134+58, and along the east side of STH 26 from STA 119+67 to STA 123+88, then crossing STH 26 at STA 123+88. Windstream has aerial facilities existing along the north side of Black Bridge Road crossing STH 26 and along the west side of STH 26 from STA 133+25 to STA 136+71.

Location and Conflict	Resolution
1. Underground facilities potentially in conflict with proposed traffic signal bases/poles:	
<u>STH 26</u> Black Bridge Road Intersection	Windstream to relocate underground facilities prior to construction. Fiber optic line to be moved approximately 15' northeast.
STA 119+78, 49' RT	
STA 119+70, 66' RT	
Kennedy Road Intersection STA 128+44, 59' LT	Fiber optic line to be moved approximately 2' east.

Location and Conflict	Resolution
2. Underground facilities potentially in conflict with proposed storm inlet: replacement:	
<p><u>STH 26</u></p> <p>Inlet 310A STA 123+80, 38.7' LT</p> <p>Inlet 312A STA 130+17, 55.9' LT</p> <p>Inlet 314A STA 134+63, 64.8' LT</p>	<p>Windstream to relocate underground facilities prior to construction.</p> <p>Fiber optic line to be moved approximately 4' northwest.</p> <p>Fiber optic line to be moved approximately 2' northwest.</p> <p>Fiber optic line to be moved approximately 3' northwest.</p>

The following utilities have facilities within the project area; however, no adjustments are anticipated:

- **ATC Management, Inc. – Electricity**

7. Erosion Control, General.

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

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

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

Minimize and contain concrete sludge from saw cutting operations. Prior to saw cutting, block the path to the nearest storm inlet by placing sand bags (or equivalent) in the gutter or around the storm drain inlet. Ensure inlet projection is in place. Even if the nearest drain is several blocks away, place a barrier in the gutter as near your site as practical to contain the sludge. Use as little water as possible to reduce the amount of sludge you must collect. Minimize sludge on live traffic lanes. Barricade area where sludge is drying to prevent tracking by cars and foot traffic.

Remove sawing sludge with a wet vac after completing each saw cut. Where wet sludge cannot be vacuumed, allow it to dry and then sweep up with a stiff broom at the end of the day.

Dispose of sludge at an acceptable material disposal site or on engineer-approved areas of the roadway or roadside. Empty wet sludge into a well-contained area (where it will not run off into a gutter, street, or creek) and allow it to dry. Where this is not possible, sweep up the dry sludge and dispose in the trash.

The use, storage, and disposal of concrete truck washout shall be managed during the construction period to prevent their entrance into storm sewers and waters of the state.

When feasible, truck washout should occur at the concrete plant. When washout is needed on a construction site, use designated temporary storage facilities large enough to contain all the liquid and concrete waste generated by washout operations. Keep washout areas at least 50 feet from storm drains and water bodies and install signs instructing operators to use the facility. Washout facilities must be cleaned, or new facilities constructed and ready for use, once the washout container is 75% full. Hardened solids can be crushed and hauled away for recycling or disposed according to local construction waste management regulations. Keep containment areas away from construction traffic to reduce the likelihood of accidental damage and spills. Inspect the containment areas daily to ensure the side-walls are intact, leaks are absent, and adequate capacity remains. Cover the containment area before rainstorms to pre-vent overflows. Management of concrete washout is incidental to the contract.

8. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 7:00 PM until the following: 7:00 AM, unless prior written approval is obtained from the engineer and the City of Janesville Department of Public Works. From Matheson street to the North project limit, it is anticipated that work will be required during night time periods as defined in the Traffic article of the special provisions.

107-001 (20060512)

9. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the meeting at least one week prior to the start of work under this contract. The contractor shall arrange for a suitable location for the meeting that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting. The contractor shall schedule the meeting with at least two weeks prior notice to the engineer to allow for these notifications.

108-060 (20141107)

10. Notice to Contractor – Ordering Storm Sewer Structures.

The contractor must field verify all manhole and inlet sizes, locations and inverts prior to ordering manhole and inlet structures and shall be approved by the engineer. This data shall be kept and compiled in a neat and orderly fashion. This data will be used for bid item 650.4000, Construction Staking, Storm Sewer.

11. Archaeological Monitoring and Site Protection.

The department will ensure an archaeologist is present to monitor project-related ground-disturbing activities beyond the existing back edge of sidewalk and/or sub-grade within the boundaries of the burial site BRO-0049 (Unnamed Cemetery) Station 133+00 to Station 143+25 RT. Note: An archaeologist qualified to excavate human burial sites (per Wis. Stats. 157.70 (1) (i) and Wis. Admin Code § HS 2.04 (6) (a)) will oversee the monitoring activities.

Coordinate with WisDOT Environmental Services Section, Lynn Cloud, (608) 266-0099, in regards to scheduling the archaeologist. A two week advance notice of any ground disturbance is preferred to ensure availability of the archaeologist.

The construction engineer shall take measures to ensure the site(s): BRO-0049 (Unnamed Cemetery) are not used for borrow or waste disposal and the site area not currently capped by asphalt/concrete shall not be used for the staging of personnel, equipment and/or supplies

Three copies of the monitoring report will be submitted to BTS-Cultural Resources as soon as ground disturbing activities have concluded. Two copies will be forwarded to SHPO.

If human bone is discovered during construction, WisDOT will cease work activities immediately and will contact the Wisconsin Historical Society at (800) 342-7834 or (608) 264-6507 for compliance with Wis. Stat. 157.70 regarding the protection of human burial sites.

No ground disturbing activities shall occur beyond the currently proposed project area without prior permission from the WHS in the area near burial site BRO-0049 (Unnamed Cemetery), per Wis. Stat. 157.70.

12. Removing Concrete Surface Partial Depth, Item 204.0109.S.

A Description

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

B (Vacant)

C Construction

C.1 Equipment

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

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

C.2 Methods

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

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

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

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

D Measurement

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

E Payment

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

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

Payment is in full compensation for removing the concrete; and for disposing of materials. 204-041 (20080902)

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

A Description

A.1 General

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

Advanced Disposal Mallard Ridge Landfill
W8470 State Road 11
Delavan, Wisconsin 53115

Waste Management Solutions Madison Prairie Landfill
6002 Nelson Road
Sun Prairie, Wisconsin 53590

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

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

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

- Site 10 – Inlet construction located at Station 109+25 left side of STH 26 reference line. (1333 Milton Avenue, Elite Detail and Repair / Former Hesser Toyota)

Contaminated soils and/or groundwater and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soils and/or groundwater and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Contaminated soil and/or groundwater at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

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

Name: Brian Taylor
Wisconsin DOT, Southwest Region
Address: 2101 Wright Street
Madison, WI 53704
Phone: (608) 245-2630
Fax: (608) 246-7996
E-mail: BrianF.Taylor@dot.wi.gov

A.3 Coordination

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

Consultant: TRC Environmental Corporation
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717
Fax: (608) 826-3941
Contact: Dan Haak
Phone: (608) 826-3628 office / (608) 886-7423 mobile
E-mail: DHaak@trcsolutions.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.

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

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

A.4 Protection of Groundwater Monitoring Wells

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

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Brian Taylor with the department, at (608) 826-3628.

A.6 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using

excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level contaminated material (PID readings less than 10 ppm and no observation of staining or petroleum odor) for reuse as fill within the construction limits, or
- Contaminated soil (significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
- Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 50 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

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

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

D Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility. Load tickets must be delivered to the engineer within 10 business days of the date on which the soil was accepted by the bioremediation facility.

E Payment

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

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

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

14. 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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

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 two 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 two 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 (20151210)

15. Base Aggregate Dense 1¼-Inch for Lower Base Layers.

Replace standard spec 305.2.2.1(2) with the following:

1. Use 1¼-inch base throughout the full base depth.
2. Use ¾-inch base in the top 3 inches of the unpaved portion of shoulders. Use ¾-inch base or 1¼-inch base elsewhere in shoulders.

305-020 (20080902)

16. Adjusting Manhole Covers.

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

Revise standard spec 611.3.7 by deleting the last paragraph.

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

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

17. Traffic Control.

Add the following to standard spec 643.3.1:

Prior to the installation of traffic control devices, provide the name and telephone number of a local representative of the contractor responsible for emergency maintenance of traffic control to the engineer, Rock County Sheriff, and Janesville Police Department.

Replace standard spec 643.3.1(6) with the following:

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. Restore any barricade, light, or other traffic control so that the device is not out of service for more than 48 hours.

18. Nighttime Work Lighting-Stationary.

A Description

Provide portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

B (Vacant)

C Construction

C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

C.2 Portable Lighting

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

C.3 Light Level and Uniformity

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

C.4 Glare Control

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

C.5 Continuous Operation

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

D (Vacant)

E Payment

Costs for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

643-010 (20100709)

19. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

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

B Materials

Use 2-inch or 3-inch non-metallic rigid conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

C Construction

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

D Measurement

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

E Payment

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

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

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

20. Electrical Service Meter Breaker Pedestal STH 26 at Centerway, Item 656.0200.01, STH 26 at Mount Zion Ave., Item 656.0200.02, and STH 26 at Kennedy/Randolph Rd. Street Lighting, Item 656.0200.03.

Add the following to standard spec 656.2.3:

The contractor will be responsible for the electric service installation or relocation request. The application shall be in the name of the City of Janesville.

Electric utility company service installation and energy cost will be billed to and paid for by the maintaining authority (City of Janesville).

The contractor shall also obtain at contractor's expense a City of Janesville electrical permit (\$50.00) for the street lighting work.

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

Add the following to standard spec 656.5(3):

Payment for grading the service trench, replacing topsoil, fertilizer, seed, and mulch will be incidental to this work unless the bid items are in the contract and then they will be paid for at the contract price.

21. Temporary Traffic Signals for Intersections, STH 26 at Centerway, Item 661.0200.01, STH 26 at E. Memorial Dr., Item 661.0200.02, STH 26 at Mount Zion Ave., Item 661.0200.03, STH 26 at Black Bridge Rd., Item 661.0200.04, and STH 26 at Kennedy/Randolph Rd., Item 661.0200.05.

Replace standard spec 661.2.1 (3) with the following:

Contractor shall use existing electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal. The City of Janesville will pay for all Energy Costs for the operation of the Temporary Traffic Signal.

Furnish and operate a generator to operate the intersection for the time required to switch the existing permanent traffic signal over to the temporary traffic signal as well as the time required to switch the temporary traffic signal over to the new permanent traffic signal.

Contractor shall contact the local electrical utility at least four days prior to making the switch from the existing permanent traffic signal to the temporary traffic signal. The contractor shall contact the local electrical utility at least four days prior to making the switch from the temporary traffic signal over to the new permanent traffic signal.

22. Traffic Signal Controller and Cabinet, 8-Phase Fully Actuated, Item SPV.0060.01.

A General

- (1) This special provision describes furnishing and installing traffic signal controllers and fully-equipped cabinets as shown on the plans and as hereinafter provided.
- (2) The traffic signal controller shall be an Eagle EPAC3108M52.
- (3) Submit two copies to the engineer of the following: detection wiring diagrams, cable and routing diagrams, pole to pull box wiring diagrams, conductor layout standards and the associated head arrangements and other pertinent details.

- (4) Equipment will be examined and tests will be performed to ensure that proper and sufficient equipment is furnished as is required to complete the signal plan operation and sequence in compliance with the intent of the contract specifications.
- (5) All testing and equipment examination shall be in the presence of the contractor's representative furnishing the equipment. The contractor's representative will be notified of any needed modifications or corrections to be accomplished by the contractor.
- (6) After mounting the cabinet on the cabinet foundation, connect all the field wiring inside the controller cabinet and test the signal circuits for correct operation. Connect and test the signal circuits outside the controller cabinet as directed by the engineer. Connecting and testing signal circuits shall be considered part of this item of work.
- (7) The controller shall be fully programmed and shall be mounted in a control cabinet to operate as a complete and functioning intersection traffic signal control system. The equipment items included shall be, but not necessarily limited to, cabinet, microprocessor controller, monitor, detector amplifiers, power supply, power distribution panel, interior cabinet wiring, and other associated electrical and electronic equipment interior to the control cabinet that is necessary to provide the type of operation described in these specifications.
- (8) Dual ring, programmable for both single and dual entry concurrent timing, eight-phase frame or equivalent shall be provided. Volume density and pedestrian timing shall be provided for all phases. MUTCD flashing capability shall be provided. All controls shall be according to the accompanying plans and with NEMA Standards Publication No. TSI-1976 including Revisions No. 1 and No. 2.
- (9) The intersection controller unit shall be capable of up to 8-phase operation plus four programmable overlaps regardless of whether preemption, coordination or the special programming is used. Wire the intersection cabinet for a minimum of twelve and include sufficient 3 circuit load switches to control proposed phasing.

B Electrical and Operational Aspects

B.1 Coordination

- (1) The controller shall be capable of operation in progressive coordination systems and mutual coordination and shall contain, but not be limited to, the following external inputs, with all functions brought out:

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

B.2 Indicator Lights and Switches

- (1) Provide indicator lights to show the status of each signal phase on. Indicator lights shall also be used to show interval status, phase termination information, and presence of vehicular and pedestrian calls for each phase. Also provide an indicator light to show the status of the backup battery charging circuit.
- (2) The controller shall have an on off switch and fuse for AC power.

B.3 Diagnostic Program

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

C Monitoring

- (1) Provide an Eberle Design, Inc. SSM-12E Enhanced NEMA signal monitor with all components and circuitry, installed and programmed.

D Terminal Facilities

- (1) Terminal facilities shall consist of all devices external to the controller unit that are necessary to complete the intersection control. Terminal facilities supplied shall be protected by dual 30-amp circuit breakers. The dual 30-amp breakers shall feed an evenly split signal bus supplied through bus relays and radio interference line filters. Bus relays, in all cases, shall be mercury type contractors and shall not be jack mounted. Terminal facilities shall also include applicable load switch panels of sufficient capacity to accommodate 8 vehicle phases, 4 pedestrian phases, and 4 overlap phases and shall include a minimum of 6 solid state 3 circuit load switches with visual indicators. Flash transfer relays and two double circuit flashers shall also be provided. The internal wiring in the load switch panels shall be insulated wiring of sufficient size or the individual outputs fused so that the wiring will not be damaged by shorted output light circuits. Printed circuits in the load switch panels will not be acceptable.
- (2) Use terminal strips to terminate controller cable, signal head cables and vehicle and pedestrian detector cables. Terminate all controller inputs and outputs on an interface panel. All interface and output terminal connections shall be the screw down type.
- (3) Fuse all interconnect terminal facilities to incoming lines.

E Cabinet Switches

- (1) Locate the following switches inside the cabinet on a maintenance panel:
 - a. Controller On/Off
 - b. Cabinet Light
 - c. Stop Time (Three Position)

POSITION	LABEL SWITCH	FUNCTION
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove the stop time input to the controller
Lower	Normal	Connects the Monitor to the controller stop time input

(2) Provide switches for all vehicle phases and all even pedestrian phases.

(3) Locate the following switches behind the Police access door:

- a. Signal/Off
- b. Flash/Normal

(4) The above switches shall function as follows:

<u>Signal</u>		<u>Off</u>
<u>Flash</u>	<u>Signals Flash</u>	<u>Signals Dark</u>
<u>Normal</u>	<u>Signals Normal</u>	<u>Signals Dark</u>

(5) **Manual Detector Operation.** Provide three position switches external to the controller that will permit manual detector calls and manual detector disconnect for each phase independently. The switches shall be spring loaded and shall rest in the center (non-operative) position. The switches shall be appropriately labeled and shall operate as follows:

Upper Position:	Spring loaded:	Disconnect detector
Center Position:	Normal detector operation	
Lower Position:	Spring loaded:	Test call is placed to controller.

F Cabinet and Cabinet Equipment

(1) Furnish the controller completely housed in a door-in-door ground mounted (without anchor bolts) metal cabinet of minimum size 1115 mm wide, 685 mm deep, and 1495 mm high. The cabinet exterior shall be black.

(2) Provide a cabinet of clean cut design and appearance. The cabinet shall be size "P".

(3) All cabinets shall have the following:

1. A 15 amp circuit breaker for auxiliary equipment.
2. A 20 amp circuit breaker for street lighting.
3. A valve type surge protector, as manufactured by Joslyn, catalog #L9200-10; General Electric, catalog #9L15DCB002; or approved equal, shall be mounted internally within the traffic signal cabinet and shall be connected across the load terminals of the circuit breakers. A General Electric Varistor, catalog

#V130PA20A, shall be installed at the load terminals of each circuit breaker from the hot line to the grounded current carrying neutral conductor.

4. Incandescent light socket.
5. Solid state jack mounted NEMA flasher(s) with visual indicators and completely wired base, rated for at least 10 amps per circuit at 74 degree C.
6. Control switches, including controller power switch, stop time switch, cabinet light switch, emergency flash switch.
7. All switches specified in Section C-8 and F.
8. Necessary fuses and circuit breakers.
9. All wiring harnesses including detector harnesses. Loop detector harness connector shall be MS-3106B018-IS fully wired terminals I and J which shall go to separate isolated terminals. One loop harness shall be provided for each of the phases (i.e. 01 - 08).
10. **Duplex power receptacle.** A 120 VAC 20 amp, NEMA 5-20R GFI convenience outlet shall be mounted in each cabinet for energizing equipment or tools. The outlet shall be fuse protected.
11. **Radio interference filter.** Each control cabinet shall be equipped with a single radio interference suppressor of sufficient ampere rating to handle the load requirements. The RIS shall be installed at the input power point. It shall minimize interference in both the broadcast and the aircraft frequencies, and shall provide a maximum attenuation of 50DB over a frequency range of from 200KHZ to 75MHZ, when used in connection with normal installations. The radio interference suppressor shall be hermetically sealed in a substantial metal case which shall be filled with a suitable insulating compound. The terminals shall be nickel plated brass studs of sufficient external length to provide space to connect two No. 8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other, and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall not be rated less than 35 amperes. The RIS shall be designed for operation on 115 VAC +/- 10%, 60HZ, single phase circuits, and shall meet the standards of UL and Radio Manufacturer's Association.
12. **Cabinet grounding.** In all controller cabinets and auxiliary cabinets, the AC common, the logic ground, and the chassis ground shall be isolated from each other the same as detailed by NEMA Standard.

13. **Suppressors.** Each 120 VAC circuit that serves as inductive device, such as a pan motor or a mechanical relay, shall have a suppressor to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point.
- (4) All conductors in the cabinet shall be number 22 AWG or larger, with a minimum of 19 strands, and conforming to military specifications, Mil-W-16878D, Type B or D, vinyl nylon jacket, 600 volt, 105 degree C. All cabinets shall be factory wired.
 - (5) The cabinet shall provide weather protection and forced ventilation, air filters and heaters, with adjustable thermostat switches, and comply with the environmental and operating standards outlined in NEMA Specification TSI-1-1976. The cabinet shall provide reasonable vandalism protection. Provide access doors that have latches and a Corbin lock, dust cap, and key change IR6380. The small door shall be provided with standard police locks. The heater supplied shall have adjustable thermostat setting which varies from 0 degrees to 40 degrees Celsius.
 - (6) **Forced Ventilation.** Ventilate the controller cabinet containing solid-state equipment by means of a 120 VAC, 60HZ, tube axiac compact type fan. The fans free delivery airflow shall be greater than 2.83 cubic meter per minute. The magnetic field of fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp or have bearing failure within a 7 year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 32 to 49 degrees Celsius. The fan shall run until the cabinet temperature decrease to approximately 17 degrees C. below the turn on temperature setting. The fan shall be fused.
 - (7) Provide metal shelves to support the controller and external equipment. The controller shall be located on the top shelf and not less than 965 mm above the bottom of the cabinet. There shall be a minimum of 250 mm vertical height for detector units.
 - (8) Locate buss and flash transfer relays, flashers, load switches, circuit breakers, and interference filters on a standard panel consistent with the intersection plan. Design shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.
 - (9) Prime all inside and outside surfaces of the cabinet inside and outside surfaces with phosphate treatment and primer. After priming, give all exterior surfaces a minimum of two coats of rust resistant black enamel; interior surfaces shall be finished with rust resistant high gloss white enamel.
 - (10) Neatly fold and cap any cables, wires or circuits that are not being used. These wires shall be neatly tied and stowed away in or on the terminal facilities.

- (11) Terminal facilities arrangement shall be in a fashion so that trouble shooting of load bay or behind the load bay can be accomplished with simple tools. This means that the load bay will be hinged so that it can be dropped down for ease of maintenance. There will be sufficient slack in the load bay wiring to allow for dropping the load bay.
- (12) Protect all control cables (i.e. detector harnesses, controller harnesses, harnesses which connect manual/vehicle detector switches) by a nylon jacket or provide equivalent protection to prevent any contact with cabinet metal shelves, doors and any other sharp corners.
- (13) If any branch circuit wiring or control wiring does not conform to the wire specifications, the supplier will be considered as not meeting the specifications and proper corrective action will be exercised against the supplier.
- (14) Provide a 4 input PED isolation circuit to isolate controller logic ground from the field wiring. Outputs from the PED isolator shall be connected to phases 2,4,6,8.

G Solid State Load Switches

- (1) Load switches shall be PDC SSS-86 Solid State load switches or approved equal.
- (2) Each panel of load switches shall either be rack mounted or shall have a switch support bracket extending across the entire length of the switch panel.
- (3) The load bay arrangement from left to right in the cabinet shall be as described below:
 - 1. Vehicular Phasing shall be groups first - 01, 02, 03, 04, 05, 06, 07, 08.
 - 2. Pedestrian Phasing shall be followed second - 02, 04, 06, 08.
 - 3. Any other special phasing shall be grouped last.

H Equipment List and Drawings

- (1) Submit detailed shop drawings of the control cabinet, equipment layout drawings and wiring diagrams of all equipment installed in the controller cabinet to the department for approval. Two sets of cabinet wiring diagrams shall be contained in a heavy duty clear plastic envelope mounted on the inside of the front door.
- (2) At the time of delivery, furnish one set of instruction manuals and an itemized price list for each type of equipment, their subassemblies, and their replacement parts. The instruction book shall include the following information: a) Table of Contents, b) operating procedure, c) step-by-step maintenance and troubleshooting information for the entire assembly, d) circuit wiring diagrams, e) pictorial diagrams of parts locations, f) parts numbers, and g) theory of operation. The instructional manuals shall include itemized parts lists. The itemized parts lists shall include the manufacturer's name and parts number for all components (such as IC's, diodes, switches, relays, etc.) used in each piece of equipment. The list shall include cross references to parts numbers of other manufacturers who make the same replacement parts.

I Warranty

- (1) The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description. The following documents shall also be provided.
 1. A supplier warranty statement which stipulates that equipment to be supplied shall be warranted for two years from the date of purchase.
 2. Operations manuals.
 3. Maintenance manuals.
 4. Schematic diagrams.
 5. Component and equipment locations within the cabinet.
- (2) If a malfunction in the controller unit, or its auxiliary equipment occurs during the warranty period, the supplier shall, within 24 hours after notification (excluding Saturday and Sunday), furnish a like controller unit module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction during the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the village shall then return the spare component to the supplier.

J Preemption

J.1 General

- (1) These specifications detail a preemptor program for use with 2 through 8 phase-actuated controller.
- (2) The preemptor shall be capable of being adaptable to meet the various types of applications such as railroad, fire station, and bridge preempts.
- (3) The preemptor shall be internal to the controller and shall not alter controller capability or interchangeability under normal operation. The preemptor shall be completely programmable by the user.

J.2 Preempt Program

- (1) **Preempt Registration.** The preempt call input shall initialize preempt registration and start preempt sequence unless a priority call input is activated which would treat the current controller preemptions state as normal operation and reinitiate call registration.
- (2) **Preempt Delay.** As soon as the preempt call is registered the preempt delay will begin timing unless preempt delay is set zero or preempt delay omit was active during preempt call registration. Delay shall be programmable from 0 to 255 seconds minimum.
- (3) As soon as preempt delay is timed out, current running phases not next to be common in preempt sequence are cleared. If the running phases are green and must be cleared, special programmable values of minimum green, walk and pedestrian intervals will time

normal times. Concurrently a special preempt clearance is generated. This clearance is designed for advance track signals and any overlaps that may be green and require yellow clearance.

- (4) **Entry Clearance Phase(s) Select.** Two sequential phases or phase pairs shall be available to be run as programmable fixed time intervals as an entry sequence. Two entry options shall be available, each programmable. The entry sequence shall be capable of being omitted entirely.
- (5) **Dwell Sequence.** After the entry sequence, the preemptor shall enter the dwell sequence. During the dwell sequence the controller shall cycle between selected phases on a pre-timed or actuated basis. Pedestrian phasing may be normal or omitted entirely. When the dwell sequence is entered, a preempt dwell output shall be generated. The preemptor shall remain in dwell for the length of the dwell extension timer which shall be capable of being held in reset by the preempt call input. Dwell extension shall be omittable by setting the timer to zero.
- (6) **Exit Sequence.** After leaving dwell, the controller shall enter one or two programmed exit phases(s) or phase pairs sequences. The sequence will time programmed minimum green and place a vehicle call on all phases not omitted. After timing exit phase minimum green the controller shall time and sequence normally.

K Time Base Coordination

- (1) These specifications detail a Time Base Coordinator program for use with 2 through 8 phase actuated controller.
- (2) The units shall allow traffic control equipment to be coordinated without requiring the use of interconnection cables. The units shall coordinate traffic control equipment based on signals from a precise time base which will allow output control signals to be changed at the proper pre-programmed time to achieve the coordinated operation of an intersection with other intersections or the desired operation of an isolated intersection. The coordinators may also used a programmer for a master intersection controller which in turn is interconnected with secondary intersection controllers. The units shall also be capable of providing a command for MUTCD flash, and shall allow a full year program to be initiated and carried out without the necessity of field adjustment for anticipated special events, etc.
- (3) The time base coordinator shall be internal to the controller and shall not alter controller capability or interchangeability under normal operation. The time base coordinator shall be completely programmable by the user.

L Controller Operation

- (1) Consistent with customary trade practices, the manufacturer shall furnish a warranty for all electrical or mechanical equipment described herein. The contractor shall turn such warranty over to the owner for potential dealing with the guarantor.

- (2) If the contractor is the guarantor, he specifically waives the requirements of Section 289.14(2), Wisconsin Statutes, and agrees as a condition of the contract that the owner may maintain an action against him at any time during the warranty period for recovery of damages which the state may have sustained by reason of the failure of the contractor to comply with the provisions of the warranty provided to the owner.
- (3) During the installation and testing of the controller, the contractor shall provide, at his own expense, a competent representative to oversee, direct and manage the installation and testing of the controller. In the final stages of the installation and testing, the manufacturer's representative shall be available at the job site for consultation until such time as the controller operation is tested and accepted.
- (4) If a malfunction in the controller unit or its auxiliary equipment occurs during the warranty period, the supplier shall, within 24 hours after notification (excluding Saturday and Sunday), furnish a like controller unit, module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction and the repair and/or replacement of any device within the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the village shall return the spare component to the supplier.

M Measurement

The department will measure Traffic Signal Controller and Cabinet 8-Phase Fully Actuated as each individual unit, acceptably completed.

N Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Traffic Signal Controller and Cabinet, 8-Phase Fully Actuated	Each

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

23. Construction Staking Curb Ramps, Item SPV.0060.02.

A Description

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

B (Vacant)

C Construction

Stake and provide supporting documentation as required by this special provision to ensure the construction of American with Disability Act (ADA) compliant curb ramps per the Wisconsin Department of Transportation Facilities Development Manual Chapter 11,

Section 46, Subject 10. Staking shall be according to grade locations shown on the plan sheets with adjustments, if required, to ensure ADA compliance. Prior to project completion, provide the department with as-built plan sheets, 8-1/2 inch x 11 inch, including borders, for each ramp showing locations and elevations and curb ramp longitudinal slope used to stake and construct the curb ramp including the locations and elevation of the benchmark used to stake each curb ramp. Each sheet shall have a title block in the lower right corner which shall include the project identification number and location of the curb ramp. All sheets shall be signed, sealed, and dated by a professional engineer, licensed in the State of Wisconsin.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Construction Staking Curb Ramps	Each

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

24. Manhole Cover Special Logo, Item SPV.0060.03.

A Description

This special provision describes furnishing and installing logo manhole covers.

B Materials

Furnish manhole covers according to the requirements of standard spec 611.2 and the plan details. Furnish Neenah Foundry R-1710-NR frames with N1090-1093 covers.

C Construction

Install manhole covers according to standard spec 611.3.

D Measurement

The department will measure Manhole Cover Special Logo 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.0060.03	Manhole Cover Special Logo	Each

Payment is full compensation for furnishing new covers, including frames, grates, curb plates and all other required materials; and for installing and adjusting each cover.

25. Inlet Cover Special Logo, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing logo inlet covers.

B Materials

Furnish inlet covers according to the pertinent requirements of standard spec 611 and the plan details. Furnish Neenah Foundry R-3246 inlet castings with Type V grate.

C Construction

Install inlet covers according to standard spec 611.3

D Measurement

The department will measure Inlet Cover Special Logo 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.0060.04	Inlet Cover Special Logo	Each

Payment is full compensation for furnishing new covers, including frames, grates, curb plates and all other required materials; and for installing and adjusting each cover.

26. Adjusting Water Main Manhole Covers, Item SPV.0060.05.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the project, to all City of Janesville Water Utility water manholes located within the project limits.

B (Vacant)

C Construction

Adjust all water manholes within the project limits to proposed elevations using materials meeting city specifications.

Throughout the duration of the project, ensure that all water manholes are accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility. During the project, any water facilities inspected by the engineer or city and found to be inoperable, damaged, or unidentified by the contractor, will be repaired by the contractor at the contractor's cost.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Adjusting Water Main Manhole Covers	Each

Payment is full compensation for furnishing all excavation, backfilling, disposal of surplus materials, water manhole clean-out, and restoration of the work site.

Upon completion of the contract, the city will inspect all water facilities to ensure the manholes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments.

27. Adjusting Sanitary Sewer Manhole Covers, Item SPV.0060.06.**A Description**

This special provision describes adjusting existing sanitary manhole castings including the existing external manhole chimney seals to match the proposed finished grade.

B Vacant**C Construction**

Un-band the external manhole seal and adjust sanitary sewer manhole covers according to standard spec 611.3. Adjust the external manhole seal to the adjust manhole cover and re-band the seal to the manhole.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Adjusting Sanitary Sewer Manhole Covers	Each

Payment is full compensation for adjusting the casting including removals and adjusting rings; and for adjusting the existing exterior seal.

28. Inlet Cover Special Driveway, Item SPV.0060.07.**A Description**

This special provision describes furnishing and installing inlet covers suitable for use at a driveway.

B Materials

Furnish inlet covers according to the pertinent requirements of standard spec 611 and the plan details. Furnish Neenah Foundry R-3067-C castings with Type L grate.

C Construction

Install inlet covers according to standard spec 611.3

D Measurement

The department will measure Inlet Cover Special Driveway 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.0060.07	Inlet Cover Special Driveway	Each

Payment is full compensation for furnishing new covers, including frames, grates, curb plates and all other required materials; and for installing and adjusting each cover.

29. Sand Bags, Item SPV.0060.08.**A Description**

This special provision describes furnishing, installing, maintaining, moving, and removing sand bags under other contract items at locations as directed by the engineer.

B Materials

Bags shall be made of synthetic net with a mesh size of 1/8-inches by 1/8-inches that is of sufficient strength to hold the sand and to be lifted vertically.

Fill material shall be clean, sound, hard, durable sand meeting the approval of the engineer and conforming to the size and gradation requirements as specified in standard spec 501.2.5.4.4.

C Construction

Furnish bags filled with fill material as specified, secured to prevent loss of fill material during transportation, placement, maintenance and removal operations as hereinafter described. Completed sand bags shall have minimum in-place filled dimensions of 24-inches long by 12-inches wide by 6-inches high.

Install the sand bags as directed by the engineer. Place sand bags at storm sewer inlets before starting any sawing concrete special operations that may cause concrete sludge to enter storm sewer inlets.

D Measurement

The department will measure Sand Bags by each individual sand bag, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Sand Bags	Each

Payment is full compensation for furnishing all specified materials; for delivering, assembling, placing, maintaining, moving, removing and disposing of sand bags; for removing and disposing of the accumulated sediments; and for repairing and restoring damaged areas.

30. Drilled Tie Bars Special, Item SPV.0060.09.**A Description**

This special provision drilling in No. 6 tie bars along transverse joints at base patching concrete and base patching concrete SHES locations to tie existing to new concrete

B Materials

Furnish 18-inch long, epoxy coated, No. 6 tie bars conforming to standard spec 505.2.6.

Furnish epoxy coating according to standard spec 416.2.3.2.

C Construction

Install Drilled Tie Bars Special according to standard spec 416.3.3.

D Measurement

The department will measure the Drilled Tie Bars Special item as each individual bar, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Drilled Tie Bars Special	Each

Payment for Drilled Tie Bars Special is full compensation for providing tie bars, including coating; for drilling holes in concrete not placed under the contract; and for epoxying or driving.

31. Cure-In-Place Pipe Lining 15-Inch, Item SPV.0090.01; 18-Inch, Item SPV.0090.02.

A Description

This special provision describes the reconstruction of existing storm sewer sections (manhole to manhole) by the installation of a resin-impregnated flexible tube which is formed to the original conduit so as to not damage the existing storm sewer system or the resin-impregnated flexible tube. The finished product shall be an impermeable, corrosion resistant, jointless, structurally sound pipe formed full length of the manhole-to-manhole section, and specifically into the weakened, damaged, or pipe size transitional sections of existing pipe. Any active laterals affected by this work shall be restored immediately to original openings after the liner material has cured. When cured, the “cured-in-place pipe” (CIPP) will be continuous and tight fitting.

This specification references ASTM F1216 (Rehabilitation of Pipelines by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Pipelines by Pulled-In-Place Installation of a Cured-In-Place Thermosetting Resin Pipe), ASTM D5813 (Cured-In-Place, Thermosetting Resin Sewer Pipe), and ASTM D790 (Test Methods for Flexural Properties of Non-reinforced Plastics) which are made a part thereof by such reference and be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

The process (materials, methods, workmanship) must be proven through previous successful installations to an extent and nature satisfactory to the department and commensurate with the size of the project under the proposed contract. Clearly identify the contractor, the proposed method of reconstruction, and the product manufacturer’s name.

B Materials

Existing storm sewer pipes to be lined are 15-inch and 18-inch clay or concrete pipe.

The contractor must submit documentation the sewer main lining product has been tested by a qualified independent laboratory to be in compliance with the material testing requirements in this specification. The installed CIPP lining, as specified, shall have a minimum 50 year design life.

B.1 Tube

The tube shall meet the requirements of ASTM F1216 or ASTM F1743. Construct the tube to withstand installation pressures, have sufficient strength to bridge missing pipe, stretch to fit irregular pipe sections, and invert smoothly around bends.

The wet out tubes shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.

The tube shall be constructed to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance shall be made for circumferential stretching during inversion. Overlapped layers in longitudinal seams that cause lumps in the final product shall not be utilized.

The outside layer of the tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnated (wet out) procedure.

The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated Elastomeric layers. No material included in the tube may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment could be made.

Seams in the tube shall be stronger than the unseamed material. Where the length requires the joining, the joint shall not be perpendicular to the long axis but spirally formed and sewn.

Mark the outside of the tube for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall include the manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.

B.2 Resin The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall be the primary catalyst for a CIPP product that meets or exceeds the structural and chemical resistance requirements in these specifications.

B.3 Structural Requirements

Submit design calculations that meet the requirements of the manufacturer and that are designed as per ASTM F1216, Appendix XI. The CIPP design shall assume no bonding to the original pipe wall. The Long-Term Flexural Modulus to be used in design shall be verified by independent testing. Such Long-Term Modulus shall not exceed 50% of the short-term values given in Section 5.3. CIPP thickness shall not be less than that which is computed from the design requirements in the table below, for resin systems with physical properties shown.

Uniformly bond the layers of the cured CIPP. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

Design Requirements

MINIMUM PHYSICAL PROPERTIES			
	Test Method	Resin per ASTM F1216	Resin with 400,000 psi Properties
Modulus of Elasticity	ASTM D790	250,000	400,000 psi
Flexural Stress	ASTM D790	4,500	4,500 psi
MH010042-MH020083		0.18 in. (4.5 mm)	0.18 in. (4.5 mm)

B.4 Testing Requirements

B.4.1 Chemical Resistance

The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

B.4.2 Hydraulic Capacity

Overall, the Hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

B.4.3 CIPP Field Samples

When requested by the department, submit test results from previous field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified have been achieved in previous field applications.

C Construction

The department will locate and designate all manhole/inlet access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the department will institute the actions necessary to do this for the mutually agreed time period. The contractor shall give the department a 24-hour notice if a street requires to be closed to traffic. The City of Janesville will provide free access to water hydrants for cleaning, inversion and other work items requiring water. Any connection to hydrants made by the contractor shall utilize an approved backflow preventer. Hydrant use shall be coordinated with the engineer and City of Janesville prior to the beginning of the project.

Submit proposed procedures to the engineer for review at least 10 days prior to beginning lining operations.

Submit documentation of installer qualifications showing that storm sewer liner installer shall has a minimum of 20,000 linear feet of sewer lining experience with the specified product.

C.1 Cleaning of Storm Sewer Lines

Just prior to pipe liner insertion, inspect and clear pipes to be lined of debris and obstructions such as solids, dropped joints, or collapsed pipe that will prevent insertion of liner and so that the inserted liner will not be resting on or against nor be irregularly supported by such materials. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, contractor shall excavate to uncover and remove or repair obstruction; such excavation shall be authorized in writing by the department prior to the commencement of work and shall be considered extra work

Use a cleaning method and tools that will not cause damage to the host pipe. If damage occurs, repair damaged host pipe to accept the liner at no additional expense to the department.

When cleaning, control all sediment from being transported off existing right-of-way or into streams and wetlands.

After cleaning, inspect sewers with closed circuit television before placement of liner. Inspection shall be performed by experienced personnel trained in locating breaks, and obstacles. Interior of the pipeline shall be carefully inspected to determine location and extent of structural failures. Location of any conditions which may prevent proper installation of lining materials in pipeline shall be noted for correction.

C.2 Bypassing Pumping

Not required under this contract.

C.3 Installation

CIPP installation shall be according to ASTM F1216, Section 7 or ASTM F1743, Section 6, with the following modifications:

Finished lining shall be continuous over entire length of an insertion run between two manholes and shall be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. Lining shall be impervious and free of any leakage from pipe to surrounding ground or from ground to inside of lined pipe.

If due to broken or misaligned pipe at manhole wall, liner fails to make a tight seal, apply a seal of a resin mixture compatible with liner.

Resin Impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation

throughout the length of the tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, the vacuum points shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. To ensure proper impregnation, certify that the above method or another approved method is used.

Tube Insertion – Position the wet out tube in the pipeline using either inversion or a pull in method. If pulled into place, utilize a power winch and exercise care not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

Place temperature gauges inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

Cure by utilizing water under hydrostatic pressure, steam or other method approved by the manufacturer and engineer, according to the manufacturer's recommended cure schedule.

CIPP samples shall be prepared and physical properties tested according to ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Section 5, structural requirements for the DR furnished in Table #1.

Accomplish leakage testing of the CIPP during cure while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the department.

Visual inspection of the CIPP shall be according to ASTM F1743, Section 8.6. Upon acceptance of the installation work and testing, restore the project area affected by the operations to its original condition.

All heated water that fills and cures the resin in the liner cannot be discharged directly into any waters of the state, or discharged into any area of land that is part of any drainage pattern into a special or impaired water. It must be pumped out and truck-hauled to a water treatment facility.

C.4 Testing

The contractor shall submit a detailed quality control plan, to be discussed at the preconstruction meeting, outlining measures to assure the quality requirements of the contract are met. This plan shall include: liner testing compliance, proposed quality controls checks that will be performed and in place by the contractor, product sampling, liner thickness compliance, and notification/resolution of observed liner defects and/or wrinkling observed by the contractor during post lining televising operations. The plan

shall define responsibilities, as assigned to specific contractor's personnel, for assuring that all the quality assurances are met.

Submit report of inspection performed following lining. Include pressure test results and video recording of inspection. Video shall be recorded on a standard definition DVD suitable for use in a computer DVD drive.

D Measurement

The department will measure Cured-In-Place Pipe Lining (Size) in length by the linear foot in place for each location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Cure-In-Place Pipe Lining 15-Inch	LF
SPV.0090.02	Cure-In-Place Pipe Lining 18-Inch	LF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals, including any required sewer cleaning, reconnections, bypass pumping, disposal of curing water, TV inspections, inspection reports, and sewer testing, necessary to complete the contract work according to the above stated specifications.

32. Temporary Fence Chain Link 4-FT, Item SPV.0090.03.

A Description

This special provision describes salvaging and erecting existing fence chain link 4-FT and using it as temporary fence chain link 4-FT during Stage 3 construction at 920 E. Memorial Drive. A continuous fence line must be maintained during construction to contain the property owner's dogs. When curb ramp and sidewalk construction are complete and temporary traffic signals are removed, remove the temporary fence chain link 4-FT and replace with new fence chain link 4-FT along the right-of-way as directed by the engineer.

B Materials

Furnish materials necessary to re-erect the existing fence chain link according to standard spec 616.2.

C Construction

Remove, handle, and re-erect the fence, and all posts, fittings, bases and appurtenant hardware without damaging the parts. Replace contractor-damaged parts and provide all other materials, including concrete, required to re-erect the fence. Dispose of all surplus materials.

Re-erect fence temporary 4-FT as specified for chain link fence under standard spec 616.3.3.

D Measurement

The department will measure Temporary Fence Chain Link 4-FT by the linear foot, acceptably completed, measured from center to center of end posts, along the top rail or tension wire.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Temporary Fence Chain Link 4-FT	LF

Payment is full compensation for clearing and grubbing the fence line; removing, and handling existing fence materials; for replacing all contractor-damaged parts; for excavating; for setting posts including placing concrete; for erecting and tensioning all fencing components; providing all other materials required to re-erect the fence and for removing and disposing of all debris, excess excavation, and surplus materials.

33. Sawing Concrete Special, Item SPV.0090.04.

A Description

This special provision section describes sawing of existing concrete including pavement, curb and gutter, driveways, sidewalks, and similar work. This special provision describes furnishing and installing base.

B (Vacant)

C Construction

Complete sawing concrete special according to standard spec 690.3.

Replace standard spec 690.3.3 (2) with the following:

Minimize and contain concrete sludge from saw cutting operations. Prior to saw cutting, block the path to the nearest storm inlet by placing sand bags (or equivalent) in the gutter or around the storm drain inlet. Ensure inlet projection is in place. Even if the nearest drain is several blocks away, place a barrier in the gutter as near your site as practical to contain the sludge. Use as little water as possible to reduce the amount of sludge you must collect. Minimize sludge on live traffic lanes. Barricade area where sludge is drying to prevent tracking by cars and foot traffic.

Remove sawing sludge with a wet vac after completing each saw cut. Where wet sludge cannot be vacuumed, allow it to dry and then sweep up with a stiff broom at the end of the day.

Dispose of sludge at an acceptable material disposal site or on engineer-approved areas of the roadway or roadside. Empty wet sludge into a well-contained area (where it will not run off into a gutter, street, or creek) and allow it to dry. Where this is not possible, sweep up the dry sludge and dispose in the trash.

Remove sludge from all traffic control devices each day before dark.

D Measurement

The department will measure Sawing Concrete Special by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Sawing Concrete Special	LF

Payment is full compensation for furnishing all sawing and sludge containment and removal.

34. Remove and Reinstall EVP Equipment, STH 26 at Centerway, Item SPV.0105.01, STH 26 at E. Memorial Dr., Item SPV.0105.02, STH 26 at Mount Zion Ave., Item SPV.0105.03; STH 26 at Kennedy/Randolph Rd., Item SPV.0105.04.

A Description

This work shall consist of removing, storing, and reinstalling Emergency Vehicle Preemption (EVP) detector heads and confirmation lights at a single intersection, as shown on the plans and as hereinafter provided.

B Materials and Construction Methods.

The existing detectors and confirmation lights to be removed and stored are identified in the plans. Reinstall the detectors and lights to create a complete and functional system according to the plans. EVP detector cable is itemized and paid separately; all other labor and materials required to complete this work is included in this item.

Detectors shall be mounted on the trombone arms, luminaire arms, or standards as shown on the Plans.

The traffic signal arms and poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the plans. The installation method shall be approved by the manufacturer.

In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation.

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

There shall be NO detector cable splices from the detector assembly to the controller terminations.

The EVP detector cables shall be routed to the controller and terminated by the contractor. Each lead shall be appropriately marked as to which street or avenue it is associated.

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

C Measurement.

The department will measure Remove and Reinstall EVP Equipment (Location) as a lump sum unit of work, acceptably completed.

D Payment.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0105.01	Remove and Reinstall EVP Equipment STH 26 at Centerway	LS
SPV. 0105.02	Remove and Reinstall EVP Equipment STH 26 at E. Memorial Dr.	LS
SPV. 0105.03	Remove and Reinstall EVP Equipment STH 26 at Mount Zion Ave.	LS
SPV. 0105.04	Remove and Reinstall EVP Equipment STH 26 at Kennedy/Randolph Rd.	LS

Payment is full compensation for furnishing and installing all equipment, cabling, necessary additional items, testing and setting up the system.

35. Temporary Non-Intrusive Vehicle Detection System, STH 26 at Centerway, Item SPV.0105.05, STH 26 at E. Memorial Dr., Item SPV.0105.06, STH 26 at Mount Zion Ave., Item SPV.0105.07, STH 26 at Black Bridge Rd., Item SPV.0105.08; STH 26 at Kennedy/Randolph Rd., Item SPV.0105.09.

A Description

This work shall consist of furnishing, installing, maintaining and placing into operation a temporary non-intrusive vehicle detection system (NIVDS) as shown on the plans, and as directed by the engineer in the field.

B Materials

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets, mounting hardware, cable, terminations, interface panels, and all other incidentals for the installation of the non-intrusive vehicle detection

equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

All detection equipment, components, and terminations supplied under this item shall be fully compatible with the temporary traffic signal controller supplied for the project. The system architecture shall fully support Ethernet networking of system components. All required interface equipment needed for transmitting and receiving data shall be provided with the NIVDS.

The NIVDS shall provide flexible detection zone placement anywhere and at any orientation. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. Detection zones shall be able to be overlapped for optimal road coverage.

C Construction

The temporary NIVDS shall be installed by supplier factory-certified installers and as recommended by the supplier and documented in installation materials provided by the supplier.

In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), the contractor shall be obligated to advise the engineer before setting the zone.

The non-intrusive vehicle detection system, as shown in the traffic signal construction plans, shall be complete, in place, tested, and in full operation during each stage of construction.

Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and with approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working properly and aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure the non-intrusive vehicle detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

D Measurement

The department will measure Temporary Non-Intrusive Vehicle Detection System (Location) as a single lump sum unit of work, acceptably completed.

D Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0105.05	Temporary Non-Intrusive Vehicle Detection System STH 26 at Centerway	LS
SPV. 0105.06	Temporary Non-Intrusive Vehicle Detection System STH 26 at E. Memorial Dr.	LS
SPV. 0105.07	Temporary Non-Intrusive Vehicle Detection System STH 26 at Mount Zion Ave.	LS
SPV. 0105.08	Temporary Non-Intrusive Vehicle Detection System STH 26 at Black Bridge Rd.	LS
SPV. 0105.09	Temporary Non-Intrusive Vehicle Detection System STH 26 at Kennedy/Randolph Rd.	LS

Payment is full compensation for furnishing and installing the temporary non-intrusive vehicle detection system, including cabling, mounting brackets, mounting hardware, terminations, interface panels, testing and set up; for periodic checking and resetting of detection zones; for periodic cleaning for dirt and dust build-up; and for removing all equipment at the completion of the project.

36. Remove Traffic Signals at Street Lighting, STH 26 at Centerway, Item SPV.0105.10, STH 26 at E. Memorial Dr., Item SPV.0105.11, STH 26 at Mount Zion Ave., Item SPV.0105.12, STH 26 at Black Bridge Rd., Item SPV.0105.13; STH 26 at Kennedy/Randolph Rd., Item SPV.0105.14.

A Description

This special provision describes removing existing traffic signals and combined street lighting according to the pertinent provisions of the standard specifications and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing street lighting items can be removed. Temporary signals must be operational before removals may begin.

Notify the City of Janesville at least five working days prior to the removal of the traffic signal items. Complete the removal work as soon as possible following shut down of this equipment.

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

Return above-ground traffic signal materials to the City of Janesville, 2200 N. Parker Drive. Properly dispose of all other materials and waste.

D Measurement

The department will measure Remove Traffic Signals and Street Lighting (Location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0105.10	Remove Traffic Signals at Street Lighting STH 26 at Centerway	LS
SPV. 0105.11	Remove Traffic Signals at Street Lighting STH 26 at E. Memorial Dr.	LS
SPV. 0105.12	Remove Traffic Signals at Street Lighting STH 26 at Mount Zion Ave.	LS
SPV. 0105.13	Remove Traffic Signals at Street Lighting STH 26 at Black Bridge Rd.	LS
SPV. 0105.14	Remove Traffic Signals at Street Lighting STH 26 at Kennedy/Randolph Rd.	LS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material, for delivering the requested materials to the department, and incidentals necessary to complete the contract work.

37. Modify Traffic Signals, STH 26 at E. Memorial Dr., Item SPV.0105.15, STH 26 at Black Bridge Rd., Item SPV.0105.16; STH 26 at Kennedy/Randolph Rd., Item SPV.0105.17.

A Description

This special provision describes modifying existing traffic signals according to the pertinent provisions of the standard specifications and as hereinafter provided. This item includes all work and materials not itemized elsewhere required to create a fully operational traffic signal installation that conforms to the intent of the plans.

B (Vacant)

C Construction

Modify the traffic signal cabinet and its internal equipment to accommodate the designed signal operation and vehicle detection capabilities. This may include furnishing and installing loop detector amplifiers, racks, and wiring, and adding or upgrading pedestrian signal accommodations and associated cabinet equipment and wiring.

Furnish and install cabinet equipment and wiring to allow for flashing-yellow-arrow operation where shown on the plans.

D Measurement

The department will measure Modify Traffic Signals (Location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0105.15	Modify Traffic Signals STH 26 at E. Memorial Dr.	LS
SPV. 0105.16	Modify Traffic Signals STH 26 at Black Bridge Rd.	LS
SPV. 0105.17	Modify Traffic Signals STH 26 at Kennedy/Randolph Rd.	LS

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

38. Modify Street Lighting, STH 26 at Mount Zion Ave., Item SPV.0105.18; STH 26 at Kennedy/Randolph Rd., Item SPV.0105.19.

A Description

This special provision describes modifying existing street lighting according to the pertinent provisions of the standard specifications and as hereinafter provided. Specific removal items, disconnections, and reconnections are noted in the plans. This item includes all work and materials not itemized elsewhere required to create a fully operational street lighting installation that conforms to the intent of the plans.

B (Vacant)**C Construction**

Arrange for the de-energizing of the street lights with the local electrical utility after receiving approval from the engineer that the existing street lighting items can be removed.

Notify the City of Janesville at least five working days prior to the removal of the street lighting items. Complete the removal work as soon as possible following shut down of this equipment.

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

Install or reinstall materials identified in the plans and return the other identified materials to the City of Janesville, 2200 N. Parker Drive.

D Measurement

The department will measure Modify Street Lighting (Location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0105.18	Modify Street Lighting STH 26 at Mount Zion Ave.	LS
SPV. 0105.19	Modify Street Lighting STH 26 at Kennedy/Randolph Rd.	LS

Payment is full compensation for modifying and removing conduits and conductors, disconnecting and reconnecting lighting circuits, scrapping of some materials, disposing of scrap material, and incidentals necessary to complete the contract work.

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

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

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

I. BASIC CONCEPTS

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

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

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

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 1 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

<http://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:

550.5.2 Piling

Add the following as paragraph three effective with the December 2015 letting:

- (3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:

Percent of Contract Length Driven	Pay Adjustment
< 85	(85% contract length - driven length) x 20% unit price
> 115	(driven length - 115% contract length) x 5% unit price

643.2.1 General

Replace paragraph two with the following effective with the December 2015 letting:

- (2) Use reflective sheeting from the department's approved products list on barricades, drums, and flexible tubular marker posts.

Errata

Make the following corrections to the standard specifications:

641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

- (1) Provide commercially fabricated overhead sign supports conforming to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years with a wind importance factor of 1.00. Design to withstand a 3 second gust wind speed of 90 mph. Do not use the methods of appendix C of those AASHTO standards.
- (2) Design structures, listed as applicable structure types in the AASHTO standards, to the fatigue category criteria as follows:
 1. Structures carrying variable message signs:
 - Category I criteria for structures over all roadway types.
 2. Structures carrying type II or III signs:
 - Category I criteria for structures used over highways and free flow ramps.
 - Category II criteria for structures with arms greater than 30 feet used over local roads and city streets.
 - Category III criteria for structures with arms 30 feet or less used over local roads and city streets.
- (3) Use the posted speed limit of the roadway beneath the structure for truck-induced gusts.
- (4) Submit shop drawings identified by structure number, design computations, and material specifications, to the engineer before erecting sign supports. Provide tightening procedures for mast arm or luminaire arm to pole shaft connections on the shop drawings. Have a professional engineer registered in the state of Wisconsin sign, seal, and date the shop drawings and certify that the design conforms to AASHTO standards and the contract.
- (5) Provide steel pole shafts and mast arms zinc coated according to ASTM A123. Provide tapered pole and arm shafts with a minimum taper of 0.14 inch per foot for single-member vertical and single-member horizontal structure components. Provide bolts and other hardware conforming to 641.2.2.

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>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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
ROCK 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	32.14	17.99	50.13
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	35.18	16.78	51.96
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	4.79	28.52
Ironworker	36.29	31.83	68.12
Future Increase(s): Add \$2.10/hr on 6/1/15; Add \$2.30/hr on 6/1/16 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	19.15	58.65
Painter	26.65	13.10	39.75
Pavement Marking Operator	29.22	24.68	53.90
Piledriver	33.24	16.00	49.24
Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/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.			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Roofer or Waterproofer	39.20	14.67	53.87
Teledata Technician or Installer	22.25	12.33	34.58
Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
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	15.43	47.03
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	12.97	34.72

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	25.28	18.31	43.59
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.			
Articulated, Euclid, Dumptor, 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	17.13	40.29
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29

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	22.05	17.61	39.66
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			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	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)	18.33	13.65	31.98
Railroad Track Laborer	14.50	3.93	18.43

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	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>
	\$	\$	\$
Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$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: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 8, 2016

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$30.67	15.55	1 & 2 Axles	25.18	18.31	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	30.77	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.38	18.31	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	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				

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.
Unlisted classifications needed for work not included within the scope of the classifications listed
may be added after award only as provided in the labor standards contract clauses (29 CFR,
5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016.

CLASSES OF LABORER AND MECHANICS

Bricklayer	32.90.....	17.01
Carpenter	30.48.....	15.80
Millwright	32.11.....	15.80
Piledriverman	30.98.....	15.80
Ironworker (South of Edgerton and Milton).....	34.34.....	25.72
Ironworker (Northern Area, Vicinity of Edgerton and Milton).....	32.85	21.84
Cement Mason/Concrete Finisher	32.09.....	16.13
Electrician		See Page 3
Line Construction		
Lineman.....	42.14	32% + 5.00
Heavy Equipment Operator	40.03	32% + 5.00
Equipment Operator.....	33.71	32% + 5.00
Heavy Groundman Driver.....	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman.....	23.18	32% + 5.00
Painter, Brush	26.70.....	17.65
Painter, Spray, Structural Steel,Bridges.....	27.70.....	17.65
Well Drilling:		
Well Driller.....	16.52.....	3.70

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 8, 2016

<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: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 8, 2016

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	28.96	18.26		
Electrical contracts over \$130,000	31.16	18.34		
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.....	31.90	24.95% + 10.46	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	34.98	19.89	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:
20160308007PROJECT(S):
5360-01-71FEDERAL ID(S):
WISC 2016050

CONTRACTOR : _____

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

SECTION 0001 Contract Items

0010	201.0120 Clearing	12.000 ID	.		.	
0020	201.0220 Grubbing	54.000 ID	.		.	
0030	204.0100 Removing Pavement	463.000 SY	.		.	
0040	204.0109.S Removing Concrete Surface Partial Depth	22,100.000 SF	.		.	
0050	204.0110 Removing Asphaltic Surface	213.000 SY	.		.	
0060	204.0125 Removing Asphaltic Surface Milling	9,390.000 TON	.		.	
0070	204.0150 Removing Curb & Gutter	6,260.000 LF	.		.	
0080	204.0155 Removing Concrete Sidewalk	2,010.000 SY	.		.	
0090	204.0170 Removing Fence	31.000 LF	.		.	
0100	204.0195 Removing Concrete Bases	31.000 EACH	.		.	

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WISC 2016050

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0210 Removing Manholes	10.000 EACH	.		.	
0120	204.0220 Removing Inlets	34.000 EACH	.		.	
0130	204.0245 Removing Storm Sewer (size) 01. 12-INCH	529.100 LF	.		.	
0140	204.0245 Removing Storm Sewer (size) 02. 15-INCH	34.700 LF	.		.	
0150	205.0100 Excavation Common ***	2,016.000 CY	17.00000		34272.00	
0160	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	50.000 TON	.		.	
0170	213.0100 Finishing Roadway (project) 01. 5360-01-71	1.000 EACH	.		.	
0180	305.0120 Base Aggregate Dense 1 1/4-Inch	2,029.000 TON	.		.	
0190	320.0125 Concrete Base 6-Inch	120.000 SY	.		.	
0200	390.0303 Base Patching Concrete	3,070.000 SY	.		.	
0210	390.0403 Base Patching Concrete Shes	5,460.000 SY	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	416.0260 Concrete Driveway HES 6-Inch	123.000 SY	.		.	
0230	416.0280 Concrete Driveway HES 8-Inch	242.000 SY	.		.	
0240	416.0610 Drilled Tie Bars	5,490.000 EACH	.		.	
0250	455.0120 Asphaltic Material PG64-28	532.000 TON	.		.	
0260	455.0605 Tack Coat	1,571.000 GAL	.		.	
0270	460.1110 HMA Pavement Type E-10	9,011.000 TON	.		.	
0280	460.2000 Incentive Density HMA Pavement	5,818.000 DOL	1.00000		5818.00	
0290	465.0105 Asphaltic Surface	24.000 TON	.		.	
0300	520.8000 Concrete Collars for Pipe	11.000 EACH	.		.	
0310	601.0417 Concrete Curb & Gutter 30-Inch Type K	6,130.000 LF	.		.	
0320	601.0600 Concrete Curb Pedestrian	892.000 LF	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	602.0410 Concrete Sidewalk 5-Inch	16,380.000 SF	.		.	
0340	602.0515 Curb Ramp Detectable Warning Field Natural Patina	925.000 SF	.		.	
0350	602.2400 Concrete Safety Islands	765.000 SF	.		.	
0360	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	551.800 LF	.		.	
0370	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	37.700 LF	.		.	
0380	611.0420 Reconstructing Manholes	4.000 EACH	.		.	
0390	611.2004 Manholes 4-FT Diameter	4.000 EACH	.		.	
0400	611.2005 Manholes 5-FT Diameter	6.000 EACH	.		.	
0410	611.3230 Inlets 2x3-FT	35.000 EACH	.		.	
0420	611.8110 Adjusting Manhole Covers	33.000 EACH	.		.	
0430	616.0204 Fence Chain Link 4-FT	26.000 LF	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	619.1000 Mobilization	1.000 EACH	.		.	
0450	620.0300 Concrete Median Sloped Nose	7.000 SF	.		.	
0460	624.0100 Water	67.000 MGAL	.		.	
0470	625.0100 Topsoil	2,280.000 SY	.		.	
0480	628.1905 Mobilizations Erosion Control	5.000 EACH	.		.	
0490	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	.		.	
0500	628.2004 Erosion Mat Class I Type B	100.000 SY	.		.	
0510	628.7010 Inlet Protection Type B	4.000 EACH	.		.	
0520	628.7015 Inlet Protection Type C	138.000 EACH	.		.	
0530	629.0210 Fertilizer Type B	3.000 CWT	.		.	
0540	631.0300 Sod Water	58.000 MGAL	.		.	

SCHEDULE OF ITEMS

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	631.1000 Sod Lawn	2,280.000 SY	.		.	
0560	634.0410 Posts Wood 4x4-Inch X 10-FT	10.000 EACH	.		.	
0570	634.0612 Posts Wood 4x6-Inch X 12-FT	4.000 EACH	.		.	
0580	634.0614 Posts Wood 4x6-Inch X 14-FT	1.000 EACH	.		.	
0590	634.0805 Posts Tubular Steel 2x2-Inch X 5-FT	1.000 EACH	.		.	
0600	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	17.000 EACH	.		.	
0610	637.2210 Signs Type II Reflective H	208.500 SF	.		.	
0620	637.2230 Signs Type II Reflective F	4.000 SF	.		.	
0630	638.2102 Moving Signs Type II	42.000 EACH	.		.	
0640	638.2602 Removing Signs Type II	14.000 EACH	.		.	
0650	638.3000 Removing Small Sign Supports	5.000 EACH	.		.	

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REVISED:

CONTRACT:
20160308007PROJECT(S):
5360-01-71FEDERAL ID(S):
WISC 2016050

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0660	638.4000 Moving Small Sign Supports	14.000 EACH	.		.	
0670	642.5201 Field Office Type C	1.000 EACH	.		.	
0680	643.0100 Traffic Control (project) 01. 5360-01-71	1.000 EACH	.		.	
0690	643.0300 Traffic Control Drums	62,458.000 DAY	.		.	
0700	643.0410 Traffic Control Barricades Type II	1,265.000 DAY	.		.	
0710	643.0420 Traffic Control Barricades Type III	9,988.000 DAY	.		.	
0720	643.0500 Traffic Control Flexible Tubular Marker Posts	413.000 EACH	.		.	
0730	643.0600 Traffic Control Flexible Tubular Marker Bases	413.000 EACH	.		.	
0740	643.0705 Traffic Control Warning Lights Type A	19,987.000 DAY	.		.	
0750	643.0715 Traffic Control Warning Lights Type C	10,307.000 DAY	.		.	
0760	643.0800 Traffic Control Arrow Boards	638.000 DAY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160308007PROJECT(S):
5360-01-71FEDERAL ID(S):
WISC 2016050

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0770	643.0900 Traffic Control Signs	19,756.000 DAY	.		.	
0780	643.0920 Traffic Control Covering Signs Type II	17.000 EACH	.		.	
0790	643.1000 Traffic Control Signs Fixed Message	244.000 SF	.		.	
0800	643.1050 Traffic Control Signs PCMS	161.000 DAY	.		.	
0810	643.2000 Traffic Control Detour (project) 01. 5360-01-71	1.000 EACH	.		.	
0820	643.3000 Traffic Control Detour Signs	950.000 DAY	.		.	
0830	646.0106 Pavement Marking Epoxy 4-Inch	19,565.000 LF	.		.	
0840	646.0126 Pavement Marking Epoxy 8-Inch	3,885.000 LF	.		.	
0850	646.0600 Removing Pavement Markings	18,600.000 LF	.		.	
0860	647.0146 Pavement Marking Arrows Epoxy Type 6	3.000 EACH	.		.	
0870	647.0166 Pavement Marking Arrows Epoxy Type 2	40.000 EACH	.		.	

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REVISED:

CONTRACT:
20160308007PROJECT(S):
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0880	647.0176 Pavement Marking Arrows Epoxy Type 3	8.000 EACH	.		.	
0890	647.0356 Pavement Marking Words Epoxy	14.000 EACH	.		.	
0900	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	810.000 LF	.		.	
0910	647.0606 Pavement Marking Island Nose Epoxy	2.000 EACH	.		.	
0920	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	90.000 LF	.		.	
0930	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	2,990.000 LF	.		.	
0940	647.0796 Pavement Marking Crosswalk Epoxy 24-Inch	1,360.000 LF	.		.	
0950	647.0955 Removing Pavement Markings Arrows	50.000 EACH	.		.	
0960	647.0965 Removing Pavement Markings Words	24.000 EACH	.		.	
0970	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	44,020.000 LF	.		.	
0980	649.0402 Temporary Pavement Marking Paint 4-Inch	34,680.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0990	649.0600 Temporary Pavement Marking Removable Tape 6-Inch	LF 650.000	.		.	
1000	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	LF 3,300.000	.		.	
1010	649.0802 Temporary Pavement Marking Paint 8-Inch	LF 1,120.000	.		.	
1020	649.1100 Temporary Pavement Marking Stop Line 18-Inch	LF 30.000	.		.	
1030	649.1200 Temporary Pavement Marking Stop Line Removable Tape 18-Inch	LF 540.000	.		.	
1040	649.1800 Temporary Pavement Marking Arrows Removable Tape	EACH 55.000	.		.	
1050	649.1802 Temporary Pavement Marking Arrows Paint	EACH 21.000	.		.	
1060	649.2000 Temporary Pavement Marking Words Removable Tape	EACH 22.000	.		.	
1070	649.2002 Temporary Pavement Marking Words Paint	EACH 13.000	.		.	
1080	650.4000 Construction Staking Storm Sewer	EACH 45.000	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1090	650.5500 Construction Staking Curb Gutter and Curb & Gutter	6,130.000 LF	.		.	
1100	650.8000 Construction Staking Resurfacing Reference	8,448.000 LF	.		.	
1110	650.8500 Construction Staking Electrical Installations (project) 01. 5360-01-71	LUMP	LUMP		.	
1120	650.9910 Construction Staking Supplemental Control (project) 01. 5360-01-71	LUMP	LUMP		.	
1130	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,130.000 LF	.		.	
1140	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,760.000 LF	.		.	
1150	652.0615 Conduit Special 3-Inch	2,380.000 LF	.		.	
1160	652.0700.S Install Conduit into Existing Item	9.000 EACH	.		.	
1170	652.0800 Conduit Loop Detector	5,766.000 LF	.		.	
1180	653.0135 Pull Boxes Steel 24x36-Inch	24.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1190	653.0140 Pull Boxes Steel 24x42-Inch	45.000 EACH	.		.	
1200	653.0905 Removing Pull Boxes	12.000 EACH	.		.	
1210	654.0101 Concrete Bases Type 1	33.000 EACH	.		.	
1220	654.0102 Concrete Bases Type 2	12.000 EACH	.		.	
1230	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	.		.	
1240	655.0220 Cable Traffic Signal 4-14 AWG	1,240.000 LF	.		.	
1250	655.0230 Cable Traffic Signal 5-14 AWG	1,905.000 LF	.		.	
1260	655.0240 Cable Traffic Signal 7-14 AWG	3,140.000 LF	.		.	
1270	655.0260 Cable Traffic Signal 12-14 AWG	5,825.000 LF	.		.	
1280	655.0320 Cable Type UF 2-10 AWG Grounded	2,450.000 LF	.		.	
1290	655.0515 Electrical Wire Traffic Signals 10 AWG	5,900.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1300	655.0615 Electrical Wire Lighting 10 AWG	1,440.000 LF	.		.	
1310	655.0625 Electrical Wire Lighting 6 AWG	795.000 LF	.		.	
1320	655.0700 Loop Detector Lead In Cable	14,425.000 LF	.		.	
1330	655.0800 Loop Detector Wire	19,082.000 LF	.		.	
1340	655.0900 Traffic Signal EVP Detector Cable	2,765.000 LF	.		.	
1350	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. STH 26 at Centerway	LUMP	LUMP		.	
1360	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. STH 26 at Mount Zion Ave	LUMP	LUMP		.	
1370	656.0200 Electrical Service Meter Breaker Pedestal (location) 03. STH 26 at Kennedy/Randolph Rd Street Lighting	LUMP	LUMP		.	
1380	657.0100 Pedestal Bases	35.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1390	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	12.000 EACH	.		.	
1400	657.0305 Poles Type 2	5.000 EACH	.		.	
1410	657.0310 Poles Type 3	7.000 EACH	.		.	
1420	657.0405 Traffic Signal Standards Aluminum 3. 5-FT	9.000 EACH	.		.	
1430	657.0425 Traffic Signal Standards Aluminum 15-FT	19.000 EACH	.		.	
1440	657.0430 Traffic Signal Standards Aluminum 10-FT	7.000 EACH	.		.	
1450	657.0590 Trombone Arms 20-FT	6.000 EACH	.		.	
1460	657.0595 Trombone Arms 25-FT	6.000 EACH	.		.	
1470	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	10.000 EACH	.		.	
1480	658.0110 Traffic Signal Face 3-12 Inch Vertical	47.000 EACH	.		.	
1490	658.0115 Traffic Signal Face 4-12 Inch Vertical	21.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1500	658.0120 Traffic Signal Face 5-12 Inch Vertical	4.000 EACH	.		.	
1510	658.0215 Backplates Signal Face 3 Section 12-Inch	47.000 EACH	.		.	
1520	658.0220 Backplates Signal Face 4 Section 12-Inch	21.000 EACH	.		.	
1530	658.0225 Backplates Signal Face 5 Section 12-Inch	4.000 EACH	.		.	
1540	658.0416 Pedestrian Signal Face 16-Inch	40.000 EACH	.		.	
1550	658.0500 Pedestrian Push Buttons	40.000 EACH	.		.	
1560	658.0600 Led Modules 12-Inch Red Ball	54.000 EACH	.		.	
1570	658.0605 Led Modules 12-Inch Yellow Ball	54.000 EACH	.		.	
1580	658.0610 Led Modules 12-Inch Green Ball	48.000 EACH	.		.	
1590	658.0615 Led Modules 12-Inch Red Arrow	18.000 EACH	.		.	
1600	658.0620 Led Modules 12-Inch Yellow Arrow	40.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1610	658.0625 Led Modules 12-Inch Green Arrow	31.000 EACH	.		.	
1620	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	40.000 EACH	.		.	
1630	658.5069 Signal Mounting Hardware (location) 01. STH 26 at Centerway	LUMP	LUMP		.	
1640	658.5069 Signal Mounting Hardware (location) 02. STH 26 at E Memorial Dr	LUMP	LUMP		.	
1650	658.5069 Signal Mounting Hardware (location) 03. STH 26 at Mount Zion Ave	LUMP	LUMP		.	
1660	658.5069 Signal Mounting Hardware (location) 04. STH 26 at Black Bridge Rd	LUMP	LUMP		.	
1670	658.5069 Signal Mounting Hardware (location) 05. STH 26 at Kennedy/Randolph Rd	LUMP	LUMP		.	
1680	659.1125 Luminaires Utility LED C	10.000 EACH	.		.	
1690	661.0200 Temporary Traffic Signals for Intersections (location) 01. STH 26 at Centerway	LUMP	LUMP		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1700	661.0200 Temporary Traffic Signals for Intersections (location) 02. STH 26 at E Memorial Dr	LUMP	LUMP			.
1710	661.0200 Temporary Traffic Signals for Intersections (location) 03. STH 26 at Mount Zion Ave	LUMP	LUMP			.
1720	661.0200 Temporary Traffic Signals for Intersections (location) 04. STH 26 at Black Bridge Rd	LUMP	LUMP			.
1730	661.0200 Temporary Traffic Signals for Intersections (location) 05. STH 26 at Kennedy/Randolph Rd	LUMP	LUMP			.
1740	690.0150 Sawing Asphalt	450.000 LF	.		.	.
1750	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,000.000 HRS	5.00000		5000.00	
1760	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	675.000 HRS	5.00000		3375.00	
1770	SPV.0060 Special 01. Traffic Signal Controller and Cabinet, 8-Phase Fully Actuated	2.000 EACH	.		.	.

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			DOLLARS	CTS	DOLLARS	CTS
1780	SPV.0060 Special 02. Construction Staking Curb Ramps	92.000 EACH	.		.	
1790	SPV.0060 Special 03. Manhole Cover Special Logo	14.000 EACH	.		.	
1800	SPV.0060 Special 04. Inlet Cover Special Logo	65.000 EACH	.		.	
1810	SPV.0060 Special 05. Adjusting Water Main Manhole Covers	44.000 EACH	.		.	
1820	SPV.0060 Special 06. Adjusting Sanitary Sewer Manhole Covers	29.000 EACH	.		.	
1830	SPV.0060 Special 07. Inlet Cover Special Driveway	1.000 EACH	.		.	
1840	SPV.0060 Special 08. Sand Bags	50.000 EACH	.		.	
1850	SPV.0060 Special 09. Drilled Tie Bars Special	2,190.000 EACH	.		.	
1860	SPV.0090 Special 01. Cure-In-Place Pipe Lining 15-Inch	469.800 LF	.		.	
1870	SPV.0090 Special 02. Cure-In-Place Pipe Lining 18-Inch	980.900 LF	.		.	
1880	SPV.0090 Special 03. Temporary Fence Chain Link 4-FT	18.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1890	SPV.0090 Special 04. Sawing Concrete Special	26,490.000 LF	.		.	
1900	SPV.0105 Special 01. Remove and Reinstall EVP Equipment, STH 26 at Centerway	LUMP	LUMP		.	
1910	SPV.0105 Special 02. Remove and Reinstall EVP Equipment, STH 26 at E Memorial Dr	LUMP	LUMP		.	
1920	SPV.0105 Special 03. Remove and Reinstall EVP Equipment, STH 26 at Mount Zion Ave	LUMP	LUMP		.	
1930	SPV.0105 Special 04. Remove and Reinstall EVP Equipment, STH 26 at Kennedy/Randolph Rd	LUMP	LUMP		.	
1940	SPV.0105 Special 05. Temporary Non-Intrusive Vehicle Detection System, STH 26 at Centerway	LUMP	LUMP		.	
1950	SPV.0105 Special 06. Temporary Non-Intrusive Vehicle Detection System, STH 26 at E Memorial Dr	LUMP	LUMP		.	
1960	SPV.0105 Special 07. Temporary Non-Intrusive Vehicle Detection System, STH 26 at Mount Zion Ave	LUMP	LUMP		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1970	SPV.0105 Special 08. Temporary Non-Intrusive Vehicle Detection System, STH 26 at Black Bridge Rd	LUMP	LUMP			.
1980	SPV.0105 Special 09. Temporary Non-Intrusive Vehicle Detection System, STH 26 at Kennedy/Randolph Rd	LUMP	LUMP			.
1990	SPV.0105 Special 10. Remove Traffic Signals and Street Lighting, STH 26 at Centerway	LUMP	LUMP			.
2000	SPV.0105 Special 11. Remove Traffic Signals and Street Lighting, STH 26 at E Memorial Dr	LUMP	LUMP			.
2010	SPV.0105 Special 12. Remove Traffic Signals and Street Lighting, STH 26 at Mount Zion Ave	LUMP	LUMP			.
2020	SPV.0105 Special 13. Remove Traffic Signals and Street Lighting, STH 26 at Black Bridge Rd	LUMP	LUMP			.
2030	SPV.0105 Special 14. Remove Traffic Signals and Street Lighting, STH 26 at Kennedy/Randolph Rd	LUMP	LUMP			.
2040	SPV.0105 Special 15. Modify Traffic Signals, STH 26 at E Memorial Dr	LUMP	LUMP			.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2050	SPV.0105 Special 16. Modify Traffic Signals, STH 26 at Black Bridge Rd	LUMP	LUMP		.	
2060	SPV.0105 Special 17. Modify Traffic Signals, STH 26 at Kennedy/Randolph Rd	LUMP	LUMP		.	
2070	SPV.0105 Special 18. Modify Street Lighting, STH 26 at Mount Zion Ave	LUMP	LUMP		.	
2080	SPV.0105 Special 19. Modify Street Lighting, STH 26 at Kennedy/Randolph Rd	LUMP	LUMP		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE