

HIGHWAY WORK PROPOSAL

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

Proposal Number:

21

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Winnebago	4994-01-15	WISC 2016 063	N Main Street, City of Oshkosh New York - Murdock	Local Street

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 8, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 15, 2016	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Grading, excavation, base course, concrete pavement, concrete curb and gutter, sidewalk, storm sewer, sanitary sewer, water main, traffic signals, street lighting, pavement marking, signing and landscaping.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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 4994-01-15 North Main Street, City of Oshkosh, New York – Murdock, Local Street, Winnebago 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 grading, excavation, base course, concrete pavement, concrete curb and gutter, sidewalk, storm sewer, sanitary sewer, water main, traffic signals, street lighting, marking, signing, landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

Interim Completion for New York Avenue Intersection

Complete construction of the east, west, and south approaches of the New York Avenue and North Main Street intersection by 12:01 AM July 1, 2016. The limits on New York Avenue which must be completed are from Station 8+58.46 to Station 10+80.19. The limits on North Main Street that need to be are from 9+08 to 10+38.22. Work items to be completed include earthwork, removal of existing traffic signals, storm sewer, sanitary sewer, water main, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk and curb

ramps, concrete driveways, pavement marking, and finishing items including topsoil, seeding, fertilizer, and erosion control. The underground infrastructure required for the new traffic signal installation must also be completed at this time.

If the contractor fails to complete the defined work necessary to open the intersection to vehicle and pedestrian traffic 12:01 AM July 1, 2016, the department will assess the contractor \$2,500 in interim liquidated damages for each calendar day that the required work for the intersection remains incomplete after 12:01 AM, July 1, 2016. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM.

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.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act.

The City of Oshkosh will be performing all clearing of trees for this project prior to construction. Grub the stumps and any remaining vegetation within the identified grubbing limits.

If additional trees need to be removed it will be considered as extra work. No clearing shall occur without prior approval from the WisDOT Regional Environmental Coordinator (REC). Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence survey. Notify the engineer if additional clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

Submit a schedule and description of clearing and/or grubbing operations with the ECIP amendment 14 days prior to any clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the approval letter for the amended ECIP.

Notify the Project Leader 14 days in advance of any work on box culverts or bridges between April 1 and September 30 to allow time for department to complete the Bat Presence Structure Inspection Form.

If bats or evidence of bats are not found during the inspection, construction may proceed.

If bats or evidence of bats are found during the inspection, construction activities affecting the structure's roosting potential must stop until the WisDOT Regional Environmental Coordinator completes consultation with the Wisconsin Department of Natural Resources (WDNR) and/or United States Fish and Wildlife Service (USFWS).

4. Traffic.

A General

North Main Street will be closed to through traffic. A detour route will be signed as part of the project; refer to the plan detail for additional information. The detour signs shall be in place prior to the closure of North Main Street. Maintain access for emergency services at all times.

The proposed detour route is Murdock Avenue to Jackson Street (USH 45), Jackson Street (USH 45) to Irving Street, and Irving Street to North Main Street. Trucks being detoured will need to utilize the section of Murdock Avenue between North Main Street and Harrison Street. The length of the detour is 1.5 miles. Along this detour route there are traffic signals at the intersections of North Main Street/Irving Avenue, Irving Avenue/Jackson Street, and North Main Street/Murdock Avenue. There is a roundabout located at the intersection of Jackson Street (USH 45) and Murdock Avenue. There are no railroad crossings on the proposed detour route. The section of Irving Avenue being used for the detour is a 2-lane urban concrete pavement with parking on both sides of the roadway; the pavement is in good condition. The sections of Jackson Street (USH 45) and Murdock Avenue being utilized for the detour route are 4-lane urban concrete pavement sections with no parking; the pavement is in good condition. There are no improvements planned for the roadways along the detour route. Temporary changes to the existing signal timing/phasing at the signalized intersections, if required, will be made by the City of Oshkosh.

B Vehicular Access

B.1 Intersection Access

Maintain access for emergency vehicles at all times. Maintain access for east/west cross traffic at the New York Avenue, Murdock Avenue, Custer Avenue, and Nevada Avenue intersections at all times except as follows:

- (1) Intersection of North Main Street/New York Avenue and Harrison Street - The contractor will be allowed to completely close this 5 legged intersection. Work within the south approach (North Main Street), and the east and west approaches (New York Avenue) shall be completed by 12:01 AM July 1st. The limits on New York Avenue which must be completed are from Station 8+58.46 to Station 10+80.19. The limits on North Main Street that need to be are from 9+08 to 10+38.22. Work items to be completed include earthwork, removal of existing traffic signals, storm sewer, sanitary sewer, water main, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk and curb ramps, concrete driveways, pavement marking, and finishing items including topsoil, seeding, fertilizer, and erosion control. The underground infrastructure required for the new traffic signal installation must also be completed at this time. The south, east and west approaches to the intersection shall be re-opened to two-way traffic. If the traffic signal installation is not fully completed by this time, re-

open as a 3-way stop controlled intersection. The north approach (North Main Street) and northeast approach (Harrison Street) can remain closed until the project is completed. The Harrison Street approach cannot be re-opened until the new traffic signals are installed and fully operational.

- (2) Custer Avenue and Nevada Avenue - Maintain cross traffic at both of these intersections except when work is occurring within the limits of the intersections. When work is occurring within these intersections, the contractor will be allowed to close one of the intersections while maintaining cross traffic at the other. During grading, storm sewer, sanitary sewer, and water main operations within the limits of the intersection, the contractor may close each intersection separately for a total combined time period of 15 calendar days; these 15 calendar days may be run consecutively or individually. During paving operations, the contractor may close each intersection separately for a total 20 calendar days; these 20 calendar days may be run consecutively or individually. Cross traffic for at least one of these intersections shall be maintained at all times.
- (3) Murdock Avenue - The work at this intersection is confined primarily to the south approach to the intersection. However, there are connections required for sanitary sewer and water main within the limits of the eastbound lanes on Murdock Avenue. Eastbound traffic on Murdock Avenue may be reduced to one lane while work is occurring on Murdock Avenue. During sanitary sewer, water main, and temporary paving operations, the lane closure on Murdock Avenue will be allowed for a total combined time period of 7 calendar days; these 7 calendar days may be run consecutively or individually. During final paving operations, the lane closure on Murdock Avenue will be allowed for a total of 14 calendar days; these 14 calendar days may be run consecutively or individually. Maintain two eastbound travel lanes on Murdock Avenue whenever work is not taking place within the limits of Murdock Avenue. The left turn lane at the east approach to the N. Main Street intersection (westbound to southbound) may be closed.
- (4) Other Intersections - The contractor may close the side street intersections with Tennessee Avenue, Bent Avenue, and Huron Avenue throughout the duration of construction.

B.2 Residential Access

Maintain driveway access to residential properties at all times except when the construction operations discussed below are occurring at or immediately adjacent to the driveways. If any residence has more than one driveway access onto North Main Street, the contractor will only be required to maintain access to one of the driveways. If a property has driveway access to both North Main Street and an adjoining side street, the driveway onto North Main Street may be closed. Driveway access shall be maintained on a minimum surface of base aggregate. Prior to closing any residential driveways for a short period of time (24 hours or less), provide the property owner with a minimum of 24 hours' notice prior to the closing. For any closures lasting more than 24 hours, provide a minimum notice of 72 hours to the property owner or resident. During grading, storm sewer, sanitary sewer, and water main operations within the limits of any driveway, the contractor may close the driveway for a total combined time period of 16 working days; these 16 working days may be run

consecutively or individually. During paving operations and driveway construction (including sidewalk constructed within the limits of the driveway) the contractor may close the driveway for a total 30 calendar days; these 30 calendar days may be run consecutively or individually.

B.3 Institutional Access

There is an assisted care facility located in the southeast corner of the North Main Street and Huron Avenue intersection. Driveway access to the parking lot of this facility is from Huron Avenue. This driveway is located east of the construction limits for the project and will not be impacted by construction.

B.4 Business Access

Maintain driveway access to the business properties at all times with one exception as discussed below; refer to the project overview map in the plans for the location of the businesses within the project limits. If a business has access to both an adjacent side street and North Main Street, the driveway onto North Main Street may be closed. This applies to the businesses located in the Southwest quadrant of New York Avenue, the Northeast quadrant of Harrison Street, and the Southwest quadrant of Murdock Avenue. No internal improvements are needed to these business properties in order to utilize the side street access driveways. Maintain driveway access on a minimum surface of base aggregate.

There is a parking lot located on the east side of N. Main Street that is utilized by the two businesses located in the Southeast quadrant of the Murdock Avenue intersection. Maintain access to the entrance to this parking lot, located at Station 35+57 RT, at all times.

The two businesses in the Northwest quadrant of New York Avenue intersection do not have driveway access onto North Main Street. These businesses have a shared access onto New York Avenue that is located within the construction limits of the project. This driveway is beyond the limits of storm sewer, sanitary sewer, and water main construction. These are low traffic generating businesses with minimal off-street parking. Because this driveway is too narrow to maintain access using staged construction, the contractor will be allowed to close this driveway for a total period of 20 calendar days. This 20 calendar day period may be run consecutively or individually to allow for completion of paving operations, and driveway construction including construction of sidewalk within the limits of the driveway. Keep the existing on-street parking stalls on New York Avenue immediately adjacent to this driveway clear of construction equipment, stockpiles, etc., so they can be utilized by these businesses.

For any closures lasting more than 24-hours, provide a minimum notice of 72-hours to the property owner.

C Pedestrian Access

Pedestrian traffic shall be accommodated on existing, new, or temporary sidewalk. Staged sidewalk construction will be required in order to maintain sidewalk access on at least one side of the street at all times. Pedestrian crossings will be maintained at each side street; this

includes crossings of North Main Street as well as each side street approach. The crossings of the side street approaches will be temporarily relocated beyond the construction limits.

Safety fence will be provided to separate pedestrian traffic from the construction areas.

Except during paving operations, crosswalks will be provided for crossing North Main Street at each side street including crosswalks at New York Avenue, Tennessee Avenue, Custer Avenue, Nevada Avenue, Bent Avenue, and Murdock Avenue. The spacing of these crosswalks ranges from 400 feet to 500 feet. During paving operations, crosswalks will be provided at New York Avenue, Murdock Avenue, and Custer Avenue or Nevada Avenue. A crosswalk shall be maintained at either Custer Avenue or Nevada Avenue in conjunction with the intersection staging requirements discussed above. This will result in a crosswalk spacing of approximately 1,300 feet when Custer Avenue is closed and 900 feet to 1,700 feet when Nevada Avenue is closed. The crossings of the side street approaches will be temporarily relocated beyond the construction limits. Safety fence will be provided to separate pedestrian traffic from the construction areas.

All pedestrian crossings at the locations discussed above will be required to have ramps meeting ADA requirements. Any temporary sidewalk utilized will be a minimum of 4 feet wide and will have a minimum surface of temporary pedestrian surface asphalt. If a 4 foot temporary sidewalk width is used, a 5 foot wide section will need to be provided every 200 feet per ADA requirements. Safety fence will be utilized to separate the pedestrians from the work areas.

No bicycle accommodations currently exist on North Main Street and none will be provided during construction. The nearest parallel north/south streets that provide a connection between New York Avenue and Murdock Avenue, and have similar traffic conditions to North Main Street in terms of AADT, are Wisconsin Street (located 2,000 feet to the west) and Bowen Street (located 2,600 feet to the east).

D Special Events and Miscellaneous

D.1 Following are special events that are expected to occur concurrently with construction:

- (1) Sawdust Days Festival (July 1 - July 5, 2016). Maintain cross traffic on New York Avenue and Nevada Avenue at all times during this event.
- (2) EAA Convention (July 25 - July 31, 2016). Maintain cross traffic on New York Avenue at all times during this event.

D.2 The section of North Main Street from Custer Avenue to Murdock Avenue is part of a designated bus route for GO Transit, and includes bus stops at Custer Avenue and Huron Avenue. GO Transit has been notified of the closure of North Main Street and is in the process of planning for an alternate route. GO Transit, which is part of the city's Transportation Department, has been provided with the current schedule for construction of the project. Notify GO Transit a minimum of 7 calendar days prior to the closure of North

Main Street and 7 calendar days prior to re-opening the roadway. Contact: Jim Collins, Director, (920) 232-4342.

5. Utilities.

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

AT&T Wisconsin (Communication Line)

AT&T has aerial facilities attached to joint poles with WPS in the following areas:

Main St – Station 11+50LT to 22+00LT

Bent Av – Station 8+50LT

Main St – Station 35+00 LT to north of the project limits

AT&T has aerial facilities on WPS poles along the west side of the street that will be removed or relocated. These poles are at the following locations: Station 11+61 LT, 14+21 LT, 15+30 LT, 21+75 LT, 25+62 LT, 28+50 LT, and 30+45 LT. AT&T will transfer the existing aerial cables and down guys and vacate the old poles so WPS can remove. This work is contingent upon the WPS replacement schedule. AT&T will complete all transfer work within 15 working days of receiving notice from WPS that the poles are ready for transfer. Based on the WPS schedule, their work should be completed by May 1, 2016. Contact Chuck Bartelt at (920) 929-1013 or E-mail: cb1461@att.com

AT&T has 1 buried copper cable crossing Main St along the south right-of-way line of Custer Av near Station 18+70 which may be in close proximity to the proposed storm sewer between MH's ST-8 and ST-9. AT&T will adjust this cable to clear the proposed storm sewer pipe as needed. The contractor should contact AT&T after the proposed storm pipe is staked in the field and the Exposing Existing Utility item included in the contract has been completed. AT&T anticipates 5 working days to complete adjustment of this facility if it is determined to be in conflict. Contact Chuck Bartelt at (920) 929-1013 or E-mail: cb1461@att.com

City of Oshkosh (Sanitary Sewer)

The mainline sanitary sewer is located under the existing pavement throughout the entire length of the project with sizes ranging from 4" to 12" diameter. The mainline is located under the southbound lanes between New York Ave and Nevada Avenue, and in the northbound lanes north of Nevada Ave. In addition, there are service laterals from the mainline to each abutting property. With the exception of Huron Ave, there are also sanitary sewer mainline crossings at each side street that connect to the mainline sanitary sewer on N. Main St.

The existing sanitary sewer system including service laterals will be removed and replaced as part of the project. Contact: Pete Gulbranson at (920) 236-5063 or E-mail: pgulbranson@ci.oshkosh.wi.us

City of Oshkosh (Water Main)

The main line water main is located under the existing pavement throughout the entire length of the project. This 6-inch line is located under the northbound lanes. In addition, there are service laterals from the mainline to each abutting property.

The existing water main system including service laterals will be removed and replaced as part of the project. Contact: Pete Gulbranson at (920) 236-5063 or E-mail: pgulbranson@ci.oshkosh.wi.us

City of Oshkosh (Traffic Signals and Street Lights)

The City of Oshkosh Electrical Department will be performing the following work concurrently with this project; Contact Dan Kussmann at (920)379-1127:

Intersection of New York Avenue

There are existing street lights located on N. Main Street south of the project limits that the city will be connecting to the new lighting control cabinet being constructed as part of this project. The conduit within the project limits needed to make this connection will be furnished and installed as part of the project by the contractor. The city will furnish and install all the required wiring and connections in the cabinet needed to complete the connection of the existing street lights. Notify the Electrical Department when the conduit installation is complete so they can begin their work. Allow 10 working days for the city to complete their work.

Intersection of Murdock Avenue

The intent of the project is to maintain the existing traffic signals and controller throughout the majority of the time needed to construct the project. Prior to reopening the intersection, the signals at the south approach will be removed and replaced by the contractor as shown on the plans. In addition, a new traffic signal controller cabinet and base will be furnished and installed by the contractor. The existing traffic signals at the east, west, and north approaches will remain in place. The city will then furnish and install all required wiring and make all the connections necessary in the cabinet to convert the traffic signal operations from the existing controller to the new controller. The city will then remove the existing controller and controller base. Notify the Electrical Department when the new bases, signal, and controller are installed so they can begin their work. Allow 10 working days for the city to complete their work.

TDS Metrocom (Communication Line)

TDS has underground facilities under the sidewalk along the west side of N. Main St. from New York to Murdock and includes underground crossings of the west approach to the following intersections: New York, Tennessee, Custer, Nevada, Bent, and Murdock. All TDS cable and hand holes are in the existing side walk. Cable consists of a 4" Plastic pipe with three 1.25" plastic pipes inside that. A 24 fiber is in one of the 1.25" pipes. TDS records indicate the cable depth appears to be between 3.5' to 4' deep.

The laterals and services being installed as part of this project will be crossing the TDS line located on the west side of the roadway. No conflicts are anticipated with the sanitary and water services being installed. Although no conflicts are anticipated with storm sewer laterals, TDS will have a representative on site during the storm sewer lateral installations to expose and adjust their facilities as necessary. Notify TDS a minimum of 7 calendar days prior to the start of storm sewer lateral installations. Contact: Steve Jakubiec at (920) 882-4166, Cell (920) 562-7221 or E-mail: steve.jakubiec@tdstelecom.com

Storm sewer, sanitary sewer and water main being installed as part of this project will be crossing the TDS line on the west side of the roadway at the side street locations listed above. No conflicts are anticipated with the sanitary sewer or water main installations. Although no conflicts are anticipated with storm sewer facility installations, TDS will have a representative on site during the storm sewer installations at the Custer Avenue, Tennessee Avenue, and New York Avenue, to expose and adjust their facilities as necessary. Notify TDS a minimum of 7 calendar days prior to the start of storm sewer installations at these intersections. Contact: Steve Jakubiec at (920) 882-4166, Cell (920) 562-7221 or E-mail: steve.jakubiec@tdstelecom.com

TDS will need to adjust the hand holes located within the limits of the proposed sidewalk to match the finished grades. Notify TDS a minimum of 7 calendar days prior to the installation of concrete sidewalk, it is anticipated that it will take 3 working days to adjust the hand hole elevations. Contact: Steve Jakubiec at (920) 882-4166, Cell (920) 562-7221 or E-mail: steve.jakubiec@tdstelecom.com

Time Warner Cable (Communication Line)

Time Warner Cable (TWC) has overhead facilities on WPS poles along the west side of N. Main St. from New York to Murdock including aerial crossings of the west approach to the following intersections: Tennessee, Custer, Nevada, Bent, and Murdock. In addition there are aerial crossings of N. Main St. at the following intersection locations: New York, Custer, and Nevada (south approach to each intersection).

TWC has aerial facilities on WPS poles along the west side of the street that will be removed or relocated. These poles are at the following locations: Station 11+61 LT, 14+21 LT, 15+30 LT, 21+75 LT, 25+62 LT, 28+50 LT, and 30+45 LT Time Warner Cable will transfer the existing aerial cables and vacate the old poles so WPS can remove. TWC anticipate 10 working days to complete this work. WPS anticipates that these poles will be removed by May 1, 2016. Contact: Vince Albin at (920) 831-9249 or E-mail: vince.albin@twcable.com

TWC will be installing new facilities on the WPS poles on the east side of the roadway. This work is contingent upon the work schedule for WPS. TWC will complete their work within 10 working days after being notified by WPS that they can begin installing facilities on the new poles.

Wisconsin Public Service Corporation (Electric)

WPS has utility poles and aerial facilities located in the terrace along the west side of N. Main St. beginning approximately 170 feet north of New York Avenue and extending north to Murdock Avenue. This includes aerial crossings of the west approach to all side streets with the exception of New York Avenue. There are also aerial services to all properties throughout the project including crossings over N. Main that service properties along the east side of the roadway. WPS also has aerial facilities in the terrace areas along the south side of New York, Custer, Nevada, and Huron, and along the north side of Murdock. Each of these lines crosses N. Main Street.

The existing aerial facilities on the west side of N. Main Street will remain in its current location with some poles replaced and relocated along the existing alignment in order to accommodate construction. The poles being replaced and relocated are currently at the following locations: Station 11+61 LT, 14+21 LT, 15+30 LT, 21+75 LT, 25+62 LT, 28+50 LT, and 30+45 LT. In addition, WPS will be relocating the poles in the southwest and southeast quadrants of the New York Avenue intersection, and the southeast corner of the Nevada Avenue intersection. WPS will be installing a secondary pole line in each block along the east side of N. Main Street. There will be 5 new overhead secondary crossings to serve the new lines on the east side of the street. All east side properties will be serviced from the new lines; all services that currently cross the street will be eliminated. WPS is designing their relocations so that the poles, which will be located within the terrace, are behind the proposed street lights and will maintain a minimum of 2 feet of vertical clearance between the top of the new street lights and any aerial facilities attached to their poles.

WPS plans to begin relocating their facilities on the west side of N. Main Street on February 1, 2016 with all adjustments completed within 30 working days. Based on this estimated schedule, WPS is anticipated to finish by May 1, 2016.

WPS will be constructing the new secondary lines along the east side of N. Main St. between New York Avenue and Custer Avenue, and from Nevada Street to Huron Avenue, after the city completes their tree clearing operations. Construction of these secondary lines along with the transferring of overhead services cannot be constructed until the trees have been removed. The City of Oshkosh will be performing all tree clearing operations required for the project, between March 1 and April 1, 2016. WPS estimates completion of their facilities on the east side of the road by May 1, 2016.

WPS will be adjusting the existing pole in the southeast corner of the Nevada Avenue intersection in order to provide clearance for the installation of a box manhole. WPS will hold the pole for the contractor when installation of the manhole is on-going. Provide WPS with a minimum of a 48 hour notice in advance of the need to hold the pole. Contact: Dave Petersen at 920-236-5910, Cell 920-660-2036 or E-mail: DTPetersen@wisconsinpublicservice.com.

Wisconsin Public Service Corporation (Gas)

WPS has a gas main located in the terrace along the west side of N. Main for the entire length of the project. This gas main crosses the following side streets: New York Ave., Tennessee Ave., Custer Ave., Nevada Ave., and Bent Ave. There are gas services to each abutting property (both sides of the street) from this gas main from New York to Nevada including pavement crossings of N. Main needed for the east side properties. North of Nevada, the gas services from this main only provide connections to the west side properties, i.e. no pavement crossings of N. Main St. There is a second parallel gas main located within the terrace along the east side of the roadway from Nevada Ave. to Murdock Avenue that includes side street crossings of Nevada Ave. and Huron Ave. There are gas services from this main that connect to each abutting property on the east side of the roadway from Nevada Ave. to Murdock. There are gas mains located on various side streets that cross N. Main Street; these crossing locations include New York Ave., Harrison St., Custer Ave., and Nevada Ave.

The existing gas mains along the east and west sides of N. Main Street will be retired and discontinued in place, this includes the existing gas main crossings of N. Main Street. A new 2-inch plastic main will be installed along the east side of N. Main Street under the sidewalk, 2 feet to 4 feet west of the right-of-way line, from Station 12+20 to Station 35+85. All services will be replaced with ½-inch and 1-inch plastic services. New 2-inch plastic gas lines will be extending east and west off of this new main and crossing N. Main Street at Custer Street (behind curb on north side of Custer St.), Nevada Avenue (behind curb on south side of Nevada Avenue), and Bent Avenue (behind the curb on the south side of Bent Avenue). A new gas line will also be extended to the east along Huron Avenue (behind the curb along the north side of Huron Avenue). These new gas lines will be located 2 feet to 4 feet from the right-of-way lines of these respective streets. In addition, a new 2-inch plastic gas main will be constructed along New York Avenue under the north sidewalk 2-ft to 4-ft south of the north right-of-way line, from Station 8+65'N' to 9+30'N'. Also, a new 2-inch plastic gas main crossing will be constructed from approximately 11+15 on the west side of N. Main Street to Station 11+80'H' on the west side of Harrison Street.

WPS anticipates starting these relocations and adjustments on February 1, 2016 and completing the work within 45 working days. Based on this estimated schedule, WPS should have this work completed by May 1, 2016. Contact WPS to obtain an updated schedule. Contact: Paul Spangler at (920) 236-5908, Cell (920) 660-3150 or E-mail: PA_Spangler@wisconsinpublicservice.com

All existing gas facilities south of Station 11+60, including the intersection of New York Avenue and Main Street, cannot be retired until after the intersection is closed by the contractor. After the road is closed, WPS will excavate the gas main at Station 9+15 so it can be retired. This work is estimated to be completed in one working day. Notify WPS when the road has been closed so they can complete their work south of Station 11+60. Contact: Paul Spangler at (920) 236-5908, Cell (920) 660-3150 or E-mail: PA_Spangler@wisconsinpublicservice.com.

6. Hauling Restrictions.

Use only the following City of Oshkosh designated trucks routes for material haul roads. Haul roads are defined in standard spec 618:

- North Main Street (south of the project)
- Murdock Avenue
- Harrison Street

7. Environmental Protection Dewatering.

Supplement standard spec 107.18 as follows:

Prepare a detailed dewatering plan as part of the Erosion Control Implementation Plan (ECIP) and provide a copy to the engineer and to the appropriate region office of Wisconsin Department of Natural Resources (DNR) for review and approval at least 14 days prior to the preconstruction conference. The plan shall include the location of the dewatering facilities and points of discharge of the water. As part of the ECIP submittal, supply the pertinent information and calculations used to determine the best management practice for dewatering. Prior to construction, obtain approval from the engineer for the proposed method of treatment including the supporting calculations.

Work under this item shall include all work, operations, materials, equipment, permitting and incidentals required to dewater the site during construction. This provision includes the dewatering of groundwater and surface water and trench dewatering. The contractor is responsible for all work, equipment and materials required to comply with dewatering requirements.

Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the Wisconsin DNR website:

http://dnr.wi.gov/topic/stormWater/documents/Dewatering_1061.pdf

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated with.

8. Work By Others.

The City of Oshkosh will be performing all tree clearing operations required for the project. The City anticipates beginning clearing operations on March 1, 2016 and completing the work by April 1, 2016.

9. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

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

Both the department and City of Oshkosh, or their representative, will inspect construction of sanitary sewer and water main under this contract. However, final acceptance of the sanitary sewer and water main construction will be by the City of Oshkosh.
105-001 (20140630)

11. Referenced Construction Specifications.

Construct the work enumerated below conforming to the 2016 Standard Specifications for City of Oshkosh, Wisconsin, hereinafter referred to as City of Oshkosh Specifications. If there is a discrepancy or conflict between the City of Oshkosh Specifications and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Applicable Specifications for Sanitary Sewer, Water Main, and Storm Sewer Lateral Construction.

The City of Oshkosh has specifications detailing the materials and construction. Provide all sanitary sewer, water system, and storm sewer lateral materials and perform all construction on sanitary sewers, water system, and storm sewer laterals in conformance to City of Oshkosh specifications and in conformance with the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition including all current addendums. If there is a discrepancy or conflict between the City of Oshkosh Specifications and the Standard Specifications for Sewer and Water Construction in Wisconsin, the City of Oshkosh Specifications governs. The current version of the City of Oshkosh Specifications can be found on the city's website:

<http://www2.ci.oshkosh.wi.us/Public Works/assets/pdf/2016 Specifications.pdf>

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

Add the following to standard spec 107.1(2):

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

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

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.
107-115 (20150630)

13. Notice to Contractor – Contamination Removed During Construction.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following site(s):

1. Station 11+30 to 12+20 from 10 feet LT of centerline to 50 feet RT of centerline.

Provide the engineer with a written notice at least ten calendar days prior to the schedule date of beginning work in the contaminated areas.

The contaminated soil exists at a depth of approximately 5.5 feet to 10 feet from the existing surface elevation. Contaminated soil may be encountered during the installation of sanitary sewer, as well as during the removal of the existing sanitary sewer. The contaminated soils shall be returned to the trenches according to Chapter NR 718. Clay dams will be constructed as shown on the plans at the boundaries of this subsurface contamination to prevent potential vapor migration and potential contaminated groundwater migration. The cost of the clay dams constructed adjacent to the contaminated areas shall be incidental to the linear foot prices for sanitary sewer, water main and storm sewer. Fluorocarbon gaskets are to be furnished and installed on all ductile iron water mains constructed in contaminated soil areas. Based on the findings of the Phase 2 Hazardous Materials Investigation, contaminated groundwater is not anticipated to be encountered during these excavation operations.

The Hazardous Materials Report is available by contacting Craig Treadway, NE Region Management Consultant JT Engineering, 1077 Centennial Centre Blvd. Hobart, WI 54415, (920) 468-4771.
107-110 (20030820)

14. Notice to Contractor – Historical Resources.

Historically significant sites exist in the project area:

- A. Name of Historic Property – North Main Street Bungalow Historic District
(includes the following addresses on North Main Street: 1502, 1506, 1507, 1512, 1513, 1518, 1519, 1522, 1523, 1526, 1527, 1532, 1533, 1536, 1537, 1541, 1542, 1546, 1603, 1607, 1611, 1615, 1627). The District is listed on the National Register of Historic Places.
- B. Name of Historic Property – Ladies Benevolent Society Home (1628 North Main Street). The Home property has been determined eligible for the National Register of Historic Places.

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

15. Notice to Contractor – Coordination with Refuse and Recycling.

Refuse and recycling pick-up services will be maintained throughout construction operations under this contract. Contact the City of Oshkosh Sanitation Department two weeks prior to the start of construction operations. Provide the access necessary for the city to maintain this service. Collections are every Friday, Saturday in the event of a holiday week, and typically completed by 8:00 AM. The contact information for the City of Oshkosh Sanitation Department is as follows:

Kevin Uhen
Public Works Field Operation Manager
639 Witzel Avenue
Oshkosh, WI 54903
Telephone: (920) 232-5382
kuhen@ci.oshkosh.wi.us

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

Contact the Oshkosh Post Office two weeks prior to closing sidewalk or road access along any portion of the project.

Contact number for the Oshkosh Post Office is (920) 236-0624.

17. Notice to Contractor – Curb and Gutter Construction.

There may be obstructions including but not limited to, water shut-off valves, light poles, traffic signal poles and utility poles within 3 feet of the back of the proposed integral curb and gutter. No additional payment will be made for interference with slip-form integral curb and gutter.

18. Notice to Contractor – Removing Concrete.

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

19. Coordination with Businesses, Property Owners, and Department.

The contractor shall arrange and conduct meetings with the engineer, local officials, business people, and property owners affected by the construction project. The first meeting will be held 14 days prior to the start of work under this contract; two meetings per month will be held thereafter. Coordinate with the City of Oshkosh to arrange for a suitable location for the meetings that provides reasonable accommodation for public involvement. At these meetings discuss the projects schedule of operations, current and upcoming construction staging and traffic patterns, progress of the project, access for business and property owners during construction and any problems associated with vehicular and pedestrian access during construction operations. The contractor shall have the approved detailed traffic control plan available for discussion at the initial coordination meeting.

Weekly progress meetings will be held between the contractor and the Department according to the department's Timely Decision Making Project Administration Tools, current edition.

20. Color of Street Lighting, Signing, and Traffic Signal Equipment.

The exterior of all equipment provided for the street lighting, signing, and traffic signals shall be black (RAL 9017). This includes, but is not limited to, the following: all street lighting poles, shrouds, arms, luminaries; all traffic signal poles, arms, standards, pedestrian and vehicular signal heads, mounting hardware, including any banding; all electrical service cabinets and traffic signal controller cabinets, including meter breaker pedestals; all banding for fastening signs to signal poles, signal standards, and street light poles; and all sign posts. Banding for Type II signs to sign posts does not need to be black.

21. Traffic Signals and Lighting, General.

Street Light Locations

The proposed street lights along N. Main Street are to be located 2 feet from the back of curb to the nearest edge of the concrete base. This location is required in order to meet

clearance requirements between the overhead electric lines and the proposed street lights. Any modifications to these locations will require City of Oshkosh approval. Contact Pete Gulbranson at (920) 236-5065.

Meter Breaker Pedestal

One shared meter will be installed for both the traffic signals and the street lights at the New York Avenue intersection as well as the Murdock Avenue intersection (two total).

Ordering Traffic Signal and Lighting Equipment

Prior to placing any orders for traffic signal or lighting equipment, review the equipment list with the City of Oshkosh. Contact Dan Kussmann at (920) 379-1127.

Work by Others

The City of Oshkosh Electrical Department will be doing work concurrently with this project at the intersections of New York Avenue, and Murdock Street. Refer to the “Utilities” special provision for additional information.

22. Removing Manholes and Inlets.

Supplement standard spec 204.3 as follows:

Stockpile all existing inlet, manhole, and catch basin covers that are not being reused on the project, within the road right-of-way for pickup by the city. Contact Kevin Uhen at (920) 232-5382 to schedule pickup and to allow city personnel to inspect the castings and determine which are suitable for reuse by the city. Remove any frames or grates that the city does not want and all other material from the right-of-way and dispose of them.

The cost of stockpiling the covers and coordinating pickup by the city is incidental to the items of removing manholes and removing inlets.

23. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.

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

24. Concrete Sidewalk, Driveways and Pavement.

Supplement standard spec 415.3, 416.3 and 602.3 as follows:

Hudson boxes shall be set over all water service shut-off valves located in the new sidewalk, driveways and pavement. The contractor will be able to obtain these boxes from the city Water Department at 757 W. 4th Avenue. The cost for picking up these boxes and installation shall be considered incidental to the items of concrete sidewalk, driveway and pavement. Contact Pete Gulbranson at (920) 236-5063, or e-mail: pgulbranson@ci.oshkosh.wi.us, to arrange pickup of these items.

25. Catch Basins, Manholes, and Box Manholes.

Modify standard spec 611 as follows:

Construct catch basins, manholes, and box manholes using only precast or cast in place concrete masonry options. Do not use the brick masonry or concrete brick or block masonry options.

26. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

632-005 (20070510)

27. Plantings, General.

The exact locations of trees planted as part of this project will be determined by the City of Oshkosh Forester. The city will mark out the proposed locations after all utility, storm sewer, and electrical conduit installations have been completed, and after utility locates (Diggers Hotline) are marked in the field and clearly visible. Contact Bill Sturm, (920) 232-5314.

Prior to placing any orders for trees, review the number and types of trees with the City of Oshkosh. Contact Bill Sturm at (920) 232-5314.

28. Traffic Control.

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

Submit to engineer for approval a detailed traffic control plan for maintaining vehicular and pedestrian access according to the requirements of the Traffic Special Provision. Submit this plan a minimum of 10 days prior to the preconstruction conference. This plan shall be approved prior to the initial coordination meeting with businesses and property owners. Clearly identify on the traffic control plan how the pedestrian and vehicular access requirements of the Traffic Special Provisions will be addressed.

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

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

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

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

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work. Refer to Hauling Restrictions special provision for additional information.

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

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

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1,000 feet. Activate the beam when merging into or exiting a live traffic lane.

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

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

29. Construction Staking.

Supplement standard spec 650.3.1 as follows:

Stake the proposed locations of traffic signal and street light items 10 days prior to starting work so that the locations of the proposed facilities can be approved by the City of Oshkosh. The city will only approve base locations prior to base construction and after utility locates (Diggers Hotline) are marked in the field and clearly visible. Contact Dan Kussmann at (920) 379-1127.

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

30. Electrical Conduit.

Supplement standard spec 652.2.1 as follows:

Use solvent cemented joints. Solvent cement and primer compound for PVC pipe to meet the requirements of ASTM D-2564.

Supplement standard spec 652.3.1 as follows:

Clean and dry the bell and spigot ends of the pipe prior to the application of the solvent cement with a cloth moistened with methyl-ethyl-ketone. Prime all joints using primer compound prior to applying solvent cement. Using a brush, apply the solvent cement liberally to the spigot a distance equal to the joint depth and lightly apply to the inside of the fitting. Immediately thereafter, the joint shall be made by inserting the conduit into the fitting and pushing it home as far as possible. Rotate joint 30° to 90° to distribute the cement.

Prior to placing electrical conduit in the terrace areas for street lighting and traffic signal interconnects, coordinate with the City Forester to verify the final location of trees being planted as part of the project. Adjust location of electrical conduit as required to accommodate the trees. Adjusting the location of electrical conduit shall be considered incidental to electrical conduit. Contact Bill Sturm, (920) 232-5314.

31. Pull Boxes.

Supplement standard spec 653.2 as follows:

The pull box covers shall have the following words stamped on the cover:

Cover for traffic signal pull boxes = TRAFFIC SIGNAL
Cover for street light pull boxes = STREET LIGHTING
Cover for traffic signal interconnect pull boxes = FIBER OPTIC

32. Concrete Bases.

Supplement standard spec 654.2 as follows:

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

33. Electric Service Meter Breaker Pedestal.

Modify standard spec 656.3.2 as follows:

The City of Oshkosh will submit the permit application for the electric service to WPS. The cost of the service installation by WPS as well as all energy costs shall be paid for by the City of Oshkosh. The contractor shall be responsible for all coordination with WPS for the timely installation of the service lateral.

34. Temporary Pedestrian Surface Asphalt, Item 644.1410.S.

A Description

This special provision describes providing, maintaining, and removing temporary pedestrian surface.

B Materials

Furnish 1 1/4-inch dense graded aggregate conforming to standard spec 305.2.

Furnish asphaltic surface conforming to standard spec 465.2.

C Construction

Place, compact, and level a dense graded aggregate foundation, with a thickness of 4 inches before placing the surface.

Construct asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.

Align parallel to the existing roadway grade or, if outside of a street or highway right-of-way, do not exceed 5 percent longitudinal slope. Provide cross slope of 1 to 2 percent unless the engineer approves a steeper cross slope in writing.

Maintain the surface with a 4-foot minimum clear width and the specified joint and slope requirements. Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 203.3.4 when no longer required.

D Measurement

The department will measure Temporary Pedestrian Surface Asphalt by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1410.S	Temporary Pedestrian Surface Asphalt	SF

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.

644-010 (20150630)

35. Temporary Curb Ramp, Item 644.1601.S.

A Description

This special provision describes providing, maintaining, and removing temporary curb ramps.

B Materials

Furnish materials as follows:

- Asphaltic surface conforming to standard spec 465.2.
- Engineer-approved ready mixed concrete or ancillary concrete conforming to standard spec 602.2 except no QMP is required.
- Commercially available prefabricated curb ramps conforming to Americans with Disabilities Act Accessibility Guidelines.

Furnish yellow detectable warning fields conforming to Americans with Disabilities Act Accessibility Guidelines. Use either an engineer-approved surface-applied type or cast iron from the department's approved products list.

C Construction

Provide and maintain temporary curb ramps, including detectable warning fields, throughout the project duration. Place and compact a dense graded aggregate foundation before placing the curb ramp, unless the curb ramp is to be placed on existing roadway surface.

Remove and dispose temporary curb ramps and associated detectable warning fields when no longer required.

D Measurement

The department will measure Temporary Curb Ramp by each individual 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
644.1601.S	Temporary Curb Ramp	Each

Payment is full compensation for providing, maintaining, and removing temporary curb ramps.

644-020 (20150630)

36. Temporary Pedestrian Safety Fence, Item 644.1616.S.

A Description

This special provision describes providing, maintaining, and removing the temporary pedestrian safety fence.

B Materials

Furnish notched metal "T" or "U" shaped fence posts weighing 1 1/3 pounds per foot or more.

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

The engineer may allow prefabricated fencing systems conforming to Americans with Disabilities Act Accessibility Guidelines.

C Construction

Provide a continuous safety fence with the top edge free of sharp or rough edges.

Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 204.3 when no longer required.

D Measurement

The department will measure Temporary Pedestrian Safety Fence 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
644.1616.S	Temporary Pedestrian Safety Fence	LF

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence.
644-025 (20150630)

37. Seismograph, Item 999.1000.S.

A Description

This special provision describes furnishing a seismograph and employing trained operators to continuously monitor building vibration.

B Material

Use seismographs as specified in ILHR 7.63, and are continuous strip recorders supplied with all the accessories necessary for making seismographic observations.

C Construction

Monitoring procedures shall be as specified in ILHR 7.64 and the following: Take seismograph readings prior to construction activities to establish an ambient index.

Place the seismograph to continuously monitor all construction activities or as directed by the engineer. If construction activities generate ground vibration in excess of the Peak Particle Velocity Limits as shown in ILHR 7.64, stop the construction operation in progress and consider and implement alternate construction methods.

D Measurement

The department will measure Seismograph as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1000.S	Seismograph	LS

Payment is full compensation for furnishing and operating a seismograph, an operator, and accessories.

999-005 (20150630)

38. Crack and Damage Survey, Item 999.1500.S.

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at adjacent to the project limits. Perform survey at the following addresses:

1128 N. Main Street	1330 N. Main Street	1533 N. Main Street
1153 N. Main Street	1337 N. Main Street	1536 N. Main Street
1201 N. Main Street	1401 N. Main Street	1537 N. Main Street
1209 N. Main Street	1402 N. Main Street	1541 N. Main Street
1212 N. Main Street	1407 N. Main Street	1542 N. Main Street
1213A N. Main Street	1408 N. Main Street	1546 N. Main Street
1216 N. Main Street	1411 N. Main Street	1602 N. Main Street
1217 N. Main Street	1414 N. Main Street	1603 N. Main Street
1222 N. Main Street	1417 N. Main Street	1607 N. Main Street
12226 N. Main Street	1423 N. Main Street	1608 N. Main Street
1223 N. Main Street	1424 N. Main Street	1611 N. Main Street
1227 N. Main Street	1428 N. Main Street	1614 N. Main Street
1230 N. Main Street	1429 N. Main Street	1615 N. Main Street
1233/1233a N. Main Street	1436 N. Main Street	1627 N. Main Street
1237 N. Main Street	1437 N. Main Street	1628 N. Main Street

1302 N. Main Street	1502 N. Main Street	1631 N. Main Street
1305 N. Main Street	1506 N. Main Street	1631A N. Main Street
1308 N. Main Street	1507 N. Main Street	1702 N. Main Street
1309 N. Main Street	1512 N. Main Street	1703 N. Main Street
1312 N. Main Street	1513 N. Main Street	1708 N. Main Street
1313 N. Main Street	1518 N. Main Street	1709 N. Main Street
1316 N. Main Street	1519 N. Main Street	1712 N. Main Street
1319 N. Main Street	1522 N. Main Street	1713 N. Main Street
1322 N. Main Street	1523 N. Main Street	1718 N. Main Street
1325 N. Main Street	1526 N. Main Street	1719 N. Main Street
1326/1328 N. Main Street	1527 N. Main Street	1720/1722 N. Main Street
1329 N. Main Street	1532 N. Main Street	1725 N. Main Street
1726 N. Main Street	1732 N. Main Street	1738 N. Main Street
1741 N. Main Street	4 Huron Ave.	
5E Custer Ave.	5E New York Ave.	6E New York Ave.
6W Nevada Ave.	7W New York Ave.	

This Crack and Damage Survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, and written report describing any change in the building's condition.

B (Vacant)

C Construction

Prior to any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

The photographs shall be taken by a professional photographer capable of producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be 3½ inch by 5 inch color prints, glossy, and mounted in protective storage pages with clear slip-in pockets and clear background. Each sheet shall hold four prints. The back of each photograph shall contain the following information:

ID _____
 Building Location _____
 View looking _____
 Date _____
 Photographer _____

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

After the construction activities are complete, conduct another survey in the same manner, take photographs, and submit another written report to the engineer.

In lieu of photographs, a professional videographer may be hired to use a video camera capable of producing a video with the clarity required to perform this work.

D Measurement

The department will measure Crack and Damage Survey as single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1500.S	Crack and Damage Survey	LS

Payment is full compensation for providing the before and after written reports, and for photographs or video.

999-010 (20130615)

39. Sanitary Sewer Rock Excavation, Item SPV.0035.05.

A Description

This special provision describes excavating rock as necessary for the installation of sanitary sewer according to section 3600 of the City of Oshkosh standard specification.

B Materials

Conform to section 3600.2 of the City of Oshkosh specifications.

C Construction

Conform to section 3600.3 of the City of Oshkosh specifications.

D Measurement

⁽¹⁾The department will measure Sanitary Sewer Rock Excavation by the cubic yard acceptably completed. The department will measure this work in its original position and compute the volume, excluding boulders, by the method of average end areas.

⁽²⁾ The department will measure boulders of 1/2 cubic yard or more individually and compute the volume from average dimensions taken in 3 directions.

⁽³⁾ The department will measure this work vertically from the top of the rock to the bottom of the rock, or to an elevation 6 inches below the bottom of the pipe, whichever is higher. The department will measure this work horizontally as the outside diameter of the pipe plus 3 feet, 1 1/2 feet on either side, regardless of actual width required.

E Payment

Supplement standard spec 607.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.05	Sanitary Sewer Rock Excavation	CY

Payment for Sanitary Sewer Rock Excavation is full compensation for furnishing all rock excavation and disposal including any related cleanup.

40. Exposing Existing Utility, Item SPV.0060.04.

A Description

This special provision describes exposing existing utilities which may be in direct conflict with proposed facilities. The location of existing utilities not anticipated to be in direct conflict with proposed construction is not included and shall be addressed using standard utility location procedures. The work includes exposing existing utilities under paved and unpaved surfaces, and providing both lateral and depth measurements for use in determining potential utility conflict solutions.

B Materials

B.1 Granular Backfill

Furnish granular backfill that conforms to standard spec 209.

B.2 Slurry Backfill

Use aggregates that conform to standard spec 501 for grade A concrete. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily.

C Construction

C.1 General

Submit all requests for exposing existing utilities in writing to the engineer for approval prior to performing the work. Coordinate utility exposures with the engineer and notify the utility owner or their agents of this work two working days in advance so that they may be present when work commences.

C.2 Excavation

Remove all paved and unpaved surfaces at locations where the existing utility is being exposed. Saw or remove concrete and asphaltic pavements to the nearest joint. Remove all pavement surfaces in such a way that all existing edges consist of a true line having a perpendicular edge with no unraveling. Maintain drainage at all times according to standard spec 205.3.3. Take precautions, including temporary shoring, in order to prevent any undermining of the existing roadway. Perform work according to all applicable laws, ordinances, rules, regulations, and OSHA standards.

Expose all utility locations within a given location to a minimum depth of 18-inches below the bottom of each utility. Excavate in a manner that protects the integrity of the utilities and prevents any damage to wrapping or protective coatings such as by any mechanical method or hand digging. Notify the utility owner promptly if damage or interruption of service occurs. Repair all damage caused to such utilities resulting from negligence or carelessness on the part of the contractor's operation at contractor expense.

Take all lateral and depth measurements in US feet and tenths thereof. Identify horizontal locations of each exposed utility with a coordinate northing and easting referenced to the Wisconsin County Coordinate System (WCCS), Outagamie County. Provide vertical elevations for each exposed utility and reference to NAVD 88 (91).

The utility location shall remain exposed and available for visual inspection until the completion of all work in a given location. If the utility shall remain exposed overnight or for prolonged periods of time, protect the location with traffic-rated steel plating, safety barriers, and all necessary traffic control devices that may be required under applicable standards or as directed by the engineer.

C.3 Backfilling

Upon completion of the utility exposure, restore the location in kind to its original condition. Use granular backfill, conforming to standard spec 209, to backfill the exposed utility locations to the subgrade elevation except for areas located within local streets. All granular material placed to an elevation of 18-inches above each exposed utility shall consist substantially of sand with all particles retained on a 1-inch (25.0 mm) sieve removed. The remaining granular material shall conform to the specifications for backfill for trench excavation. When exposed utility locations fall within local streets or city right-of-way, use slurry backfill to fill the entire location to the subgrade elevation.

Restore concrete pavement and concrete base course to the depth found in the existing roadway. Replace all locations that fall within live lanes of any roadway or pedestrian traffic with a high early-strength concrete pavement mix design having a depth equivalent to the existing pavement structure unless directed otherwise by the engineer. Locations that are closed to through traffic may use an approved concrete pavement mix conforming to standard spec 501. If directed by the engineer, tie concrete pavement and/or dowel it to the existing pavement according to the standard detail drawing for concrete pavement. All locations requiring asphaltic pavement shall consist of HMA Pavement Type E-3 unless otherwise directed by the engineer. Place the HMA pavement in lifts to a depth as directed by the engineer. Apply tack coat to composite pavement structures and between lifts.

Place base aggregate dense between the subgrade and the bottom of the pavement. In grassy areas, place 4-inches of topsoil, sod or seed and mulch, and fertilizer. Alternate restoration methods may be used upon written approval from the engineer.

C.4 Documentation

Provide documentation to the engineer and include the coordinates, elevations, and sketches of the utility locations tied to known features in the plans. Each utility shall be referenced to

a proposed alignment with a station and offset. The size and/or diameter, composition, and a description of each utility shall be documented and the location of the elevation with respect to each utility noted. Supply digital photographs of the uncovered utility to the engineer in .jpeg format for future reference.

D Measurement

The department will measure Exposing Existing Utility as a unit for each location, acceptably completed. A location may have multiple utilities located within the same exposure area.

An exposure area will include all utilities within 6 lateral feet of each other and payment will only be made for one unit regardless of the number of utilities exposed. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is between 0 and 6 feet, the department will measure each location as a single unit of work. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is greater than 6 feet and less than 12 feet, the department will pay for the item as two units of work. Exposures in depth greater than 12 feet are not covered under this item.

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	Expose Existing Utility	Each

Payment is full compensation for sawing all pavement; for removing all pavement; for furnishing all excavation; for disposing of all materials; for locating all utilities within each respective location; for providing documentation and photographs of utility locations to the engineer; for furnishing all surveying associated with exposing existing utilities; for furnishing all maintenance of the location during construction; for furnishing all traffic control, safety barriers, and steel plating required; for furnishing and placing granular backfill and slurry backfill; and for temporary shoring. All furnishing items including, but not limited to, base aggregate dense, concrete pavement, HMA pavement, curb and gutter, and sidewalk located above the subgrade elevation will be paid for using other contract items.

41. Catch Basins 2 x 3 Ft. Special, Item SPV.0060.05.

A Description

This special provision describes Constructing Catch Basins according to plan details, standard spec 611, and as hereinafter provided.

B Materials

Conform to standard spec 611.2 except that only precast concrete or cast in place concrete masonry shall be allowed.

C Construction

Conform to standard spec 611.3.

D Measurement

The department will measure Catch Basins as each unit, acceptably completed.

E Payment

Supplement Section 611.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Catch Basins 2 x 3 Ft., Special	Each

42. Storm Lateral Inlet, Item SPV.0060.06.**A Description**

This special provision describes constructing storm sewer lateral inlets according to section 2400 the City of Oshkosh Specifications, as shown on the plans, and as hereinafter provided.

B Materials

Provide storm sewer lateral inlet materials that are in conformance with section 2400.2 of the City of Oshkosh Specifications.

Pipe fittings shall be according to all manufacturers' recommendations.

Storm lateral inlet shall be installed with standard light duty open grate conforming to the City of Oshkosh Specifications. Inlet grate shall be locking type, and shall include a "No Dumping, Drains to Waterway" grate marker.

C Construction

Construct storm laterals according to section 2400.3 of the City of Oshkosh Specifications.

The proposed lateral and lateral inlet locations shown on the plans are approximate; the exact locations will be determined by the engineer and city of Oshkosh at the time of storm sewer construction operations under this contract. Contact Pete Gulbranson, City of Oshkosh Engineering Department at (920) 236-5065.

D Measurement

The department will measure Storm Lateral Inlet by each individual unit approved by the City of Oshkosh, and 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	Storm Lateral Inlet	Each

Payment is full compensation for providing all necessary labor, equipment and materials; for excavating; for sheeting and shoring; for furnishing and installing the storm lateral inlet, grate and grate marker; for providing and compacting bedding and backfill materials; for compacting; for removing sheeting and shoring; and for cleaning and restoring the site of the work.

43. Storm Sewer Manhole Cover Type J-Special, Item SPV.0060.08.

A Description

Furnish and install storm sewer manhole covers, including frames and lids.

B Materials

Frame and cover shall be Neenah R-1710, Type "B" solid lid with open pick holes, non-rocking design, and the word "STORM" stamped on the cover.

Supplement standard spec 611.2.1 with the following:

Adjustment rings shall be either concrete with steel reinforcement in conformance with ASTM C-478, or rubber in conformance with ASTM D573-88. Use only single rings for adjustment. The minimum allowable adjustment ring thickness is 4-inches for concrete and 2-inches for rubber.

C Construction

Install storm sewer manhole covers according to standard spec 611. Install rubber adjustment rings according to the manufacturer's recommendations.

D Measurement

The department will measure Storm Sewer Manhole Cover Type J-Special, as each individual manhole frame and cover, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Storm Sewer Manhole Cover Type J-Special	Each

Payment is full compensation for providing all labor and materials, including adjustment rings, frame and cover, and other required fittings; for properly installing said frame and cover on each storm sewer manhole including any related cleanup or related work.

44. Box Manhole 4.5' x 9', Item SPV.0060.10.

A Description

This special provision describes constructing Box Manhole 4.5' x 9' according to plan details, standard spec 611, and as hereinafter provided.

B Materials

Conform to standard spec 611.2, except that only precast concrete or cast in place concrete masonry shall be used.

C Construction

Conform to standard spec 611.3.

D Measurement

The department will measure Box Manhole 4.5' x 9' by each unit, acceptably completed.

E Payment

Supplement standard spec 611.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Box Manhole 4.5' x 9'	Each

45. Sign Post 14-Ft. Black, Item SPV.0060.12; Sign Post 16-Ft. Black, Item SPV.0060.13.

A Description

Furnish and install sign posts (size) black as shown on the plans, according to standard spec 634.3.2, and as hereinafter provided.

B Materials

Furnish a sign post consisting of Schedule 40, .095 wall thickness, 2 3/8-inch outside diameter (OD) steel pipe and pipe caps. The pipe and pipe cap shall be painted black, RAL color 9017.

C Construction

Supplement standard spec 634.3.2 as follows:

Install the signpost into V-Loc Sign Supports per the V-Loc manufacturer's specifications.

Touch up paint shall be black, RAL color 9017, matching the sign post.

D Measurement

The department will measure Sign Post (Size) Black by each post, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Sign Post 14-Ft. Black	Each
SPV.0060.13	Sign Post 16-Ft. Black	Each

Payment is full compensation for furnishing and installing the sign posts.

46. V-Loc Sign Support, Item SPV.0060.14.

A Description

Furnish and install V-Loc sign supports as shown on the plans and as provided hereinafter.

B Materials

Use the following V-Loc models as supplied by TAPCO, based on the surface material where the sign support is located.

Concrete installation: Model 23-VR1 with wedge for 2 3/8-inch OD posts.

Earth installation: Model 23-VR2 with wedge for 2 3/8-inch OD posts.

C Construction

Mark location of proposed sign supports and all underground utilities in the area. Obtain the engineer's approval for location before beginning to install the sign support. Install V-Loc supports for concrete installations prior to constructing concrete sidewalk.

Follow the manufacturer's specifications for installation. V-loc shall hold sign post plumb in all directions.

D Measurement

The department will measure V-Loc Sign Support by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	V-Loc Sign Support	Each

Payment is full compensation for furnishing and installing the V-Loc sign supports.

47. Traffic Signal Controller and Cabinet, Item SPV.0060.16.

A Description

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

B Materials

B.1 General

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

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

After the contractor has mounted the cabinet on the cabinet foundation, he shall connect all the field wiring inside the controller cabinet and test the signal circuits for correct operation. The contractor shall connect and test the signal circuits outside the controller cabinet as directed by the engineer. Connecting and testing signal circuits shall be considered part of this item of work.

The controller shall be a fully traffic actuated, solid state, digital microprocessor based controller, capable of providing the number and sequence of phases, overlaps and any special logic as described herein and shown on the accompanying plan. The controller shall be an Eagle Signal Controls EPAC3108M52. 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 based controller, conflict monitor, 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.

A four ring, programmable for both single and dual entry concurrent timing, nine phase frame or equivalent shall be provided. Volume density timing shall be provided for eight phases 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. TS1-1976 including Revisions No. 1 and No. 2.

The intersection controller unit shall be capable of up to 16 phase operation plus (16) programmable overlaps regardless of whether preemption, coordination or special programming is used. The intersection cabinet shall be wired for a minimum of twelve and include twelve 3 circuit load switches

Supplier to do initial field setup of the cabinet and conduct an instructional "how to use" field seminar for city personnel. Contact Dan Kussmann at (920) 379-1127 to schedule the field seminar.

B.2 Electrical and Operational Aspects

- (1) Buffering. All logic circuit inputs shall be internally buffered to withstand transients and noise, such as might result from normal usage, without damage to any mechanism components.
- (2) Timing Features. All controller timing parameters shall be fully programmable from the front panel using keyboard inputs. Memory storage features shall be nonvolatile under power off conditions for at least 30 days. The locking, non- locking detection mode and per phase recall shall also be accessible on the front panel.
- (3) Minimum Green Timing. The passage timer shall time concurrently with the minimum green timer, so that the duration of the minimum green time is directly adjustable and is independent of the passage time setting.

- (4) Dual Ring Timing. In the dual ring application, no more than two phases shall be permitted to time concurrently and no more than one phase per ring. The controller shall provide barrier protection against concurrent timing of two conflicting phases; no phases assigned to one side of the barrier shall be permitted to time concurrently, if a conflict will occur. The controller shall service calls on a single entry basis, and both rings shall cross the barrier simultaneously according to the following logic.
- Phases timing concurrently shall terminate simultaneously if both have a gap out due to excessive time between actuations.
 - Phases timing concurrently shall terminate simultaneously if both have a maximum time out.
 - In the event that one phase has not achieved a gap out or maximum time out, the other gapped out phase shall be permitted to leave the gapped out condition and retime an extension when an actuation is received.
- (5) Manual (Police) Control. If manual control is used, actuation of the manual control shall permit manual advance of the Walk, Pedestrian Clearance and Green interval terminations only. Manual termination of Yellow or All Red clearance intervals shall not be permitted.
- (6) Red Revert. An adjustable red revert control shall be provided to assure adequate red display when recycling a phase during call-away or red rest mode operation. A call for service to different phase shall be preceded by an all-red clearance interval, as programmed.
- (7) Coordination. The controller shall be capable of operation in progressive coordination systems and mutual coordination and shall contain, but not limited to, the following external inputs, with all functions brought out:
- | | |
|--|--|
| - Vehicle/Pedestrian Detectors per phase | - Pedestrian Omit per phase |
| - Hold per phase | - Phase Omit per phase |
| - Internal Max Inhibit per ring | - Omit Red Clearance per ring |
| - Red Rest per ring | - Maximum II per ring |
| - Force-Off per ring | - Stop Timing per ring |
| - Manual Control per controller | - Select Minimum Recall per controller |
| - External Start per controller | - Conflict Monitor Status |
| - Semi-Mode per controller | |
- (8) Minimum Safe Timing Control. Controllers shall not accept any operator input or stored timing parameters that would result in intervals shorter than the following: yellow clearance – 3.0 seconds, minimum walk – 4.0 seconds, minimum pedestrian clearance – 6.0 seconds. At the beginning of each of the above intervals, the controller shall check the previously stored data against these minimums. If an operator attempts to load an incorrect timing parameter, the controller unit shall output a unique error code on the front panel display. As an alternative to minimum timing control, a coded keyboard entry security feature may be provided.

- (9) Indicator lights and Switches. A backlit alphanumeric LCD display shall be provided to show the status of each signal phase on. The LCD display shall also be used to show the interval status, phase termination information and the presence of vehicular and pedestrian calls for each phase. The controller shall have fuses for AC power and +24 power.
- (10) Data Display. The front panel shall contain a display panel consisting of a backlit alphanumeric LCD display. The face of the display shall be scratch, chemical and solvent resistant. The operator shall access the controller through a menu system. By selecting various menu options, real time operational status or stored parameter tables shall be presented to the operator.
- (11) Diagnostic Program. A diagnostic program shall be prepared by the manufacturer of the controller unit which will demonstrate the proper operation of all inputs, outputs, controls and indicators in the controller, and shall have visual confirmation on the front panel. The diagnostic program shall be resident in the controller. The controller shall continuously run a diagnostic routine in the background to assure unit integrity.
- (12) Maintenance of Controller. For ease of service, the controller shall be divided into a minimum of the following separate circuit boards:
 - a. CPU/Memory/Internal I/O
 - b. External Input/Output
 - c. Display Subsystem
 - d. Power Supply

Each board must be easily removable without requirements for special tools.

The controller shall provide user programmable, data logging of local events or alarm events including, but not limited to: Conflict Flash, Remote Flash, Local Flash, Controller Voltage Monitor, Detector Failure, On Line and Data Change. The time and date shall be recorded as a part of the message logged. The logging function shall be resident in the controller unit. The logging function shall be viewed from the front panel LCD display. If the logging function cannot be viewed from the front panel LCD display and it has to be performed by supplemental auxiliary equipment, the auxiliary equipment shall be supplied.

- (13) RS-232 Interface. An RS-232C interface and connector shall be provided for interconnecting to a conflict monitor, printer, another like controller unit, a local personal computer or a remote personal computer through an external modem.

The controller unit shall be an Eagle Signal Controls EPAC3108M52 with MARC master software, a multimode fiber port 3 and rs232 port3.

(14) Controller Functions.

a. Remote Flash

Controller shall have a user front panel programmable "Automatic Night Flash." The flash shall allow the user to program entry and exit phase(s) plus program the output of each load switch for off, flash, or alternate flash. This programming will be independent of start-up flash and or initial phase programming. This allows the operator complete programmability for automatic flash to be different from emergency flash.

b. Dynamic Maximum

This allows the user to program values which the controller will activate by user programmed time of day for automatic maximum time adjustments. This automatic controller adjustment will be based on concurrent "Max-Out" or "Gap-Out" terminations of phase green.

c. Detector Inputs and Logging

The controller shall have the capability to process 80 separate detector inputs. Each of the 80 inputs can be capable of being user programmable for phase detector inputs, system detector inputs, and/or Queue detector inputs. The controller shall have the capability to count in a report defined by the user up to 24 separate detector inputs. The report will log/record these 24 detector inputs for 72 events. Events start/stop and duration are all individually user programmable. This will allow the user total intersection counting capability without changing any field or cabinet wiring.

d. Queue Selection

The controller shall have two separate Queue selection routines capable of selecting any/all or partial timing plan operation over riding any existing operation. The queue selection shall be based on computed volume and/or user selected occupancy routine with processing up to eight detectors in each selection. The user programs thresholds settings to enable/disable queue override.

B.3 Monitoring

A NEMA + monitor with all components and circuitry, independent from the controller and having the capacity to handle a minimum of 12 channels shall be provided. The monitor shall detect conflicting indications, switch failure, controller voltage drops and the absence of reds as follows:

- (1) Conflicting indications shall cause the monitor to place the intersection in a flashing mode of operation. The monitor shall maintain the flashing mode until manually reset, regardless of 110 VAC power to the conflict monitor.
- (2) The +24 VDC cabinet power source shall be monitored by the conflict monitor. If that voltage drops to an unsatisfactory level, the monitor shall place the intersection in a flashing mode of operation. Upon resumption of normal voltages, the controller shall resume normal stop and go operation without the necessity of manual resetting.

- (3) The absence of any required red signal voltage at the field connection terminals in the controller assembly shall cause the monitor to place the intersection in a flashing mode of operation. The monitor shall maintain the flashing mode until manually reset.
- (4) A load switch that turns on any two indications for the same approach, (such as green and yellow, yellow and red or red and green), shall place the intersection at the flashing mode of operation. The monitor shall maintain the flashing mode until manually reset, regardless of 110 VAC power to the controller.
- (5) After a power interruption (exceeding 457+25 milliseconds) to the controller assembly, a flashing period (4 to 10 seconds adjustable) shall precede the start up (initialization) sequence. This feature can be resident in either the monitor or the controller.
- (6) The flash circuit shall be wired in a failsafe manner so that the intersection will revert to and remain in a flashing mode of operation, whenever and for as long as, either the controller unit or the monitor unit is disconnected.
- (7) Indicator lights shall be provided for:
 - a. an indicator for each channel which will latch status of failure,
 - b. +24 VDC inputs,
 - c. conflict,
 - d. power (conflict monitor unit),
 - e. power interrupt after failure,
 - f. red failure,
 - g. switch.
- (8) It will not be acceptable to disable any of the conflict monitor features because of signal sequences containing left or right turns with no red indication. Such sequences will require a loading resistor(s) to be mounted and wired to the unused triac output to simulate field load. The loading resistor shall be a DALE type RS 1000 ohm 25 watt resistor meeting MIL-R-370 or equal.
- (9) Monitor shall be an Eberle Design Inc. Model MMU2-16LE.

B.4 Terminal Facilities

- (1) Terminal facilities shall consist of all devices external to the controller unit which are necessary to complete the intersection. Terminal facilities supplied shall be protected by dual, common trip, 30 amp circuit breakers. The dual, common trip, 30 amp circuit breakers shall feed an evenly split signal bus through radio interference line filters and bus relays. 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 and 4 pedestrian phases and 4 overlap phases and shall include a minimum of 16 solid state 3 circuit load switches with visual indicators. Flash transfer relays as required and two double circuit NEMA

flashers shall also be provided. The internal wiring of 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) Terminal strips shall be used to terminate controller cables, signal head cables and vehicle and/or pedestrian detector cables. All controller inputs and outputs shall be terminated on an interface panel. All interface and output terminal connections shall be the screw down type.
- (3) AC interconnect terminal facilities shall be fused to incoming lines.
- (4) An Eagle Signal EPAC3108 "D" connector harness and panel shall be provided. The wiring for all alarm log inputs shall be terminated on this panel.

B.5 Cabinet Switches

- (1) The following switches shall be located inside the cabinet on the maintenance panel:

- a. Controller Power On/Off
- b. Cabinet Light On/Off
- c. Stoptime (3 position)

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

Switches shall be provided for all vehicle phases and all even pedestrian phases.

- (2) The following switches shall be located behind the police door.
 - a. Signal/Off
 - b. Flash/Normal

The above switches (a and b) shall function as follows:

	SIGNAL	OFF
FLASH	Signals Flash	Signals Dark
NORMAL	Signals Normal	Signals Dark

(3) Manual Detector Operation.

Three position switches shall be provided external to the controller which 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 the controller

B.6 Cabinet and Cabinet Equipment

- (1) The controller shall be furnished completely housed in a door-in-door ground mounted (without anchor bolts) metal cabinet of minimum size 44 inches wide, 25 inches deep and 58 inches high.

The cabinet shall be of clean cut design and appearance. The size of the cabinet shall be such as to provide ample space for housing the controller and all of the associated electrical devices which are to be furnished with the controller, together with any other auxiliary devices herein specified.

- (2) All cabinets shall have the following:

- a. A 15 amp circuit breaker for auxiliary equipment.
- b. A pedestrian push button optoisolator assembly providing four channels of isolation. Relays shall not be acceptable.
- c. A valve type surge protector, as manufactured by Joslyn, catalog NO. L9200-10; General Electric, catalog no 9L15DCB002; or approved equal, shall be mounted internally within the traffic signal cabinet and shall be connected across the line terminals of the circuit breakers. A General Electric varistor, catalog no V150LA20A, shall be installed at the load terminals of each circuit breaker from the hot line to the ground conductor.
- d. Incandescent lamp socket with 100 watt lamp.
- e. Solid state NEMA flasher(s) with visual indicators and completely wired base, rated for at least 10 amps per circuit at 165 degrees F.
- f. Control switches, including controller power switch, stop time switch and cabinet light switch.
- g. All switches specified in sections E and F.
- h. All necessary fuses and circuit breakers.

- i. All wiring harnesses including detector harnesses. Loop detector harness connector shall be MS3106B018-1S, fully wired, terminals I and J shall go to separate isolated terminals. A loop harness shall be provided for each loop as shown on the plans.
 - j. 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.
 - k. Radio interference filter. Each control cabinet shall be quipped 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 RIS 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 ¼ inch 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.
 - l. 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.
 - m. Suppressors. Each 120 VAC circuit that services an inductive device, such as a fan motor or a mechanical relay, shall have a suppressor to protect the controller's internal solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point.
- (3) 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.
- (4) The cabinet shall provide weather protection and forced ventilation, air filters and heaters with adjustable thermostat switches to comply with the environmental and operating standards outlined in NEMA Specification TSI-1-1976. The heater supplied shall have an adjustable thermostat setting which varies from 0 degree to 40 degree. The cabinet shall provide reasonable vandalism protection. Access doors shall be provided with latches and a corbin lock, dust cap and key change LR6380. The small door shall be provided with standard police locks.

- (5) Forced Ventilation. Controller cabinet containing solid state equipment shall be ventilated by means of 120 VAC, 60 Hz, tube axial compact type fan. The fan's free air delivery flow shall be greater than 100 CFM. The magnetic field of the fan motor shall not affect the performance of the 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 90 to 120 degrees Fahrenheit. The fan shall run until the cabinet's temperature decreases to approximately 30 degrees below the turn on temperature setting. The fan shall be fused.
- (6) Metal shelves shall be provided to support the controller and external equipment. The controller shall be mounted on the top shelf and not less than 38 inches above the bottom of the cabinet. There shall be a minimum of 10 inch vertical height for detector units.
- (7) Bus and flash transfer relays, flashers, load switches, circuit breakers and interference filters shall be located on a standard panel consistent with the intersection plan. Design shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.
- (8) All cabinet inside and outside surfaces shall be primed with a phosphate treatment and primer. After priming, all exterior surfaces shall receive a minimum 2 coats of rust resistant grey enamel and interior surfaces shall be furnished with rust resistant high gloss white enamel.
- (9) Any cables, wires or circuits which are not being used shall be neatly folded and shall be capped. These wires shall be neatly tied and stowed away in or on the terminal facilities.
- (10) 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.
- (11) All control cables (i.e. detector harnesses, controller harnesses and harnesses which connect manual/vehicle detector switches) shall be protected by a nylon jacket or equivalent protection to prevent any contact with cabinet metal shelves, doors and any other sharp corners.
- (12) 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.

B.7 Solid State Load Switches

Load switches shall meet the requirements of NEMA-TS1 Part 5 for three circuit load switches.

Each load switch shall contain three individually replaceable, molded case, solid state relay modules. Each relay module shall utilize optical isolation between the control and the load circuits. The module shall have the functions and terminal assignments as specified in NEMA TS1-Part 5

Each panel of load switches shall be either rack mounted or shall have a switch support bracket extending across the entire length of the switch panel.

The load bay arrangement from left to right shall be as described below:

1. Vehicular phasing shall be grouped first – phase 1 through phase 8, inclusive.
2. Pedestrian phasing shall follow next – phase 2, phase 4, phase 6 and phase 8.
3. Any other special phasing shall be grouped last.

B.8 Equipment List and Drawings

Detailed shop drawings of the control cabinet, equipment layout drawings and wiring diagrams of all equipment installed in the cabinet shall be submitted to the engineer 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.

B.9 Warranty

- (1) Each bidder shall certify that the equipment meets the required specification and shall provide a complete catalog description.
 - a. A supplier warranty statement which stipulates that equipment to be supplied shall be warranted for two years from the date of purchase.
 - b. Operation manuals.
 - c. Maintenance manuals.
 - d. Schematic diagrams.
 - e. Component and equipment locations within the cabinet.
- (2) If a malfunction in the controller unit, or its auxiliary equipment occurs during the warranty period, the supplier shall, within 48 hours after notification (excluding Saturday and Sunday), furnish a like controller unit module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction during the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the city shall then return the spare component to the supplier.

B.10 Preemption

- (1) General
These specifications detail a preemptor program for use with two through phase actuated controller.

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

The preemptor shall be internal to the controller and shall not alter the controller capability or interchangeability under normal operation. The preemptor shall be completely programmable by the user in the field and have six separate sequences with each having high and low priority inputs capable of the following;

(2) Preempt Program.

- a. 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 as normal operation and reinitiate call registration.
- b. Preempt Delay. As soon as the preempt call is registered, the preempt delay will begin timing unless preempt delay is set to zero or preempt delay omit was active during preempt call registration. Delay shall be programmable from 0 to 255 seconds minimum.
- c. As soon as preempt delay is timed out, current running phases not next to be common in the preempt sequence are cleared. If the running phases are green and must be cleared, special programmable values of minimum green, walk and pedestrian clearance intervals will time normal time. Concurrently a special preempt clearance is generated. This clearance is designed for advance track signals and any overlaps that make be green and require yellow clearance.
- d. 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.
- e. 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 omitable by setting the timer to zero.
- f. Exit Sequence. After leaving dwell, the controller shall enter one or two programmed exit phase(s) or phase pairs sequences. The sequence will time programmed minimum green and place a vehicle call on all phases not omitted. After time exit phase minimum green the controller shall time and sequence normally.

- g. Preempt Sequences. The preemptor shall provide a minimum of six different programmable preemption sequences. These preemption sequences shall be associated with separate preempt call inputs or the sequences may be linked to each other to create more sophisticated sequences.

B.11 Time Base Coordination.

These specifications detail a time base coordinator program for use with 2 through 16 phase actuated controller.

The units shall allow traffic control equipment to be coordinated without requiring the use of interconnection cables. The units shall coordinate traffic control equipment based on signals from a precise time base which will allow output control signals to be changed at the proper preprogrammed time to achieve the coordinated operation of an intersection with other intersections or the desired operation of an isolated intersection. The time base coordinator may also be used as 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.

B.12 Loop Detector Amplifiers

The contractor shall provide the necessary Loop Detector Amplifiers as required on the plans. They shall be Oracle S2E Series (by Eberle Design, Inc.) model two channel loop monitor or approved equal.

Materials and Construction Methods

All loop detector amplifiers supplied shall be two- channel, shelf mounted units with digital output timing and sequential scanning. The amplifier shall operate in compliance with all the requirements specified herein when connected to an inductance loop plus lead-in of from 0 to 1000 micro-henries with a loop parameter as low as 5.0 at the amplifiers operating frequency.

Each channel shall be self-tuning and shall be fully operational within one minute after power up. After a power interruption, the channel shall automatically return to normal operation. Two conventional single channel front panel mounted MS3102A 18-1P connectors for each amplifier shall be provided.

Each channel shall have a fail-safe design such that if the loop sensor circuit is broken, the channel shall output a continuous vehicle call.

The loop sensor shall be coupled to the channel input circuitry through isolation transformers. This arrangement shall provide continued operation of the channel even if the loop sensor in the street develops resistive leakage or becomes grounded.

Each amplifier shall have lightning protection as an integral part of its own circuitry. The protection shall enable the detector to withstand the discharge of a 10 microfarad capacitor, charged to + 1000 volts. The discharge shall be applied directly across the detector loop input pins with no loop load present. The protection shall also enable the detector to withstand the discharge from a 10 microfarad capacitor, charged to 1 to 2000 volts. The discharge shall be applied directly across either the detector loop input pins or across either side of the loop input pins to each ground. For this test, the detector chassis shall be grounded and the detector loop input pins shall have a 5.0 ohm dummy resistive load connected across them.

The detector circuits shall be so designed that changes due to environmental drift and applied power shall not cause an actuation. The detectors shall be capable of compensating or tracking for an environmental change of up to, but not exceeding, 1×10 minus 3% change in inductance per second. This requirement must be met within two hours after initial application of operation power.

Each detector channel shall have a minimum of three sensitivity settings and these shall be front panel selectable. The most sensitive setting shall respond to an inductance change of 0.02%. The least sensitive setting may be chosen by the manufacturer such that accurate and repeatable occupancy measurements may be obtained. This setting must cause the detector channel to respond to a 0.14-0.4% change in inductance.

Each detector channel shall have a front panel mounted indicator to provide a visual indication of each vehicle detection. A detector channel shall not cross talk with any other channel within the same module.

The unit shall operate over input voltage from 95VAC TO 135VAC and shall neither originate nor be sensitive to electrical transients in excess of proposed NEMA standards. Varistors shall be provided between power lines to limit transient voltages.

Extension and delay timing shall be provided for each channel independently as described below.

Delay Timing. Delay detector output for selected interval of 1 to 30 seconds in 1 second increments. Each new detection restarts the delay timer. All channels to be provided.

Extension Timing. Extends vehicle calls up to 7.75 seconds in .050 second increments. All channels to be provided.

Green Gating. Green signals from the controller shall be wired to the detector to modify timing functions. When green is true, delay timing is disabled. When green is false, extension timing is disabled. The green input signals may be DC or direct line voltage AC.

Smart Indicators. Normal indicator operation is provided when neither timer is active. Delay and extensions are distinguished by 4 hertz and 16 hertz flashing, respectively.

B.13 Controller Operation

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

If the contractor is the guarantor, he specifically waives the requirements of Section 289.14(2), Wisconsin Statutes, and agrees as a condition of the contract that the owner may maintain an action against him at any time during the warranty period for recovery of damages which the city may have sustained by reason of the failure the contractor to comply with the provisions of the warranty provided to the owner.

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 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.

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Traffic Signal Controller and Cabinet	Each

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

48. Lighting Assembly Post Top, Item SPV.0060.18.

A Description

Furnish and install poles, luminaries, and base covers, and install pole wiring and appurtenances for lighting at the locations as shown on the plans, according to the requirements of the plans, the standard specifications, and as hereinafter provided.

B Materials

Furnish lighting unit model number CS-3514 REV.3 as manufactured by Sun Valley Lighting. Poles are required to be designed for additional wind loading from a 2' x 4' solid banner at the base of the luminaire and to support a 6 gauge extension cord spanning 25' to the nearest tree. The extension cord loading shall include ice accumulation.

Furnish and install the pole wiring, fusing, connections, and circuit tags according to the standard detail drawing Non-Freeway Lighting Unit Pole Wiring.

C Construction

Assemble and install the lighting unit according to the manufacturer's instructions. Install the lighting assembly on a concrete base and provide pole wiring and all necessary miscellaneous materials required for a complete operating lighting unit.

D Measurement

The department will measure Lighting Assembly Post Top by each unit, in place, connected for service, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Lighting Assembly Post Top	Each

Payment is full compensation for furnishing and installing all materials to complete the installation of the lighting assembly.

49. Removing Sanitary Manholes, Item SPV.0060.19.

A Description

Completely remove all existing sanitary manholes as shown on the plan and those that are in conflict with the new facilities and/or are located within the trench and excavation limits of the new facilities, according to section 3800 of the City of Oshkosh specifications.

B Materials

Conform to Section 3800.2 of the City of Oshkosh standard specifications.

C Construction

Conform to Section 3800.3 of the City of Oshkosh standard specifications.

D Measurement

The department will measure Removing Sanitary Manholes by each individual unit approved by the City of Oshkosh, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Removing Sanitary Manholes	Each

Payment is full compensation for providing all equipment, labor, tools, materials and incidentals required to remove these items including all attached parts and connections; for furnishing all excavation except for rock excavation; for sheeting, shoring and dewatering;

for furnishing, placing and compacting backfill material; for removing sheeting and shoring; and for proper disposal of excess and waste material and for restoring the site of the work.

50. Sanitary Manhole Cover Type J-Special, Item SPV.0060.20.

A Description

Furnish and install sanitary manhole covers, including frames and sealed lids according to section 3100 of the City of Oshkosh Specifications, as shown on the plans and hereinafter provided.

B Materials

B.1 Applicable Specifications

Provide sanitary sewer materials that are in conformance to section 3100.2 of the City of Oshkosh Specifications.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the engineer product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

B.3 Frame and Cover

The frame and cover shall be Neenah R-1710, Type “B” solid lid with self-sealing gasket, concealed pick holes, non-rocking design, and the word “SANITARY” stamped on the cover and as further described in the City of Oshkosh Specifications.

C Construction

Perform all sanitary sewer construction in conformance to section 3100.3 of the City of Oshkosh Specifications.

D Measurement

The department will measure Sanitary Manhole Cover Type J-Special, as each individual manhole frame and cover, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Sanitary Manhole Cover Type-J Special	Each

Payment is full compensation for providing all labor and materials, including adjustment rings, frame and cover, and other required fittings; for properly installing said frame and cover on each sanitary manhole including any related cleanup or related work.

51. Marker Ball, Item SPV.0060.21.

A Description

Furnish and install marker balls over the sanitary and storm sewer laterals, and inlet stub drains, that provide a signal that can be located by the city's utility locator after construction is completed according to the following sections of the City of Oshkosh Specifications and as shown on the plans and hereinafter provided.

Section 2400 – storm sewer marker balls
Section 3200 – sanitary sewer marker balls

B Materials

Conform to sections 2400.2 and 3200.2 of the City of Oshkosh specifications. Provide marker balls that are equivalent to the 3M ScotchMark Electronic Marker System Full-Range marker (Model 1404-XR, wastewater and Model 1408-XR, general). The range on this marker ball device is from 0 to 5 feet in depth. If different devices are proposed, submit specifications, data sheets, and a sample of the proposed device to the engineer for approval prior to ordering. The engineer will confirm that the proposed marker device is compatible with the city's locating equipment.

C Construction

Conform to sections 2400.3 and 3200.3 of the City of Oshkosh specifications. Place a minimum of two marker balls for each sanitary or storm lateral: one to be located above the connection on the sewer main and one to be located at or near the right-of-way line or at the end of the proposed relay/new installation. Place an additional marker ball at all horizontal alignment change of the lateral. Physically attach the marker ball to the lateral so the marker ball will be no deeper than 4.5 feet below finished grade and directly above the lateral. If the location of the lateral is below 4.5 feet from finished grade, partially backfill trenches prior to placement of the marker ball at the desired locations (above connection, property line, and alignment changes). Supply and install (incidental to marker ball construction) a No. 4 rebar, set plumb over the desired location and securely fasten the marker ball to this rebar at the required depth below finish grade (see detail on the plan sheet). Thoroughly compact the backfill around said rebar so that it remains plumb during the trench backfill operation. The location of marker balls at the inlet stub drains to be according to the plan detail.

Use green, wastewater, marker balls for sanitary laterals and pink, general, marker balls for storm laterals and inlet stub drains.

Notify the engineer when marker balls are installed. Each marker ball will be tested by the city after completion of final pavement surface to confirm that it is installed and functioning properly. If it is not installed or functioning, excavate to expose the existing marker ball or lateral and place a new marker ball. No additional compensation will be provided for this work.

D Measurement

The department will measure Marker Ball by each marker ball unit, approved by the City of Oshkosh, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Marker Ball	Each

Payment for the Marker Ball item is full compensation for providing all labor and materials for installing properly functioning marker balls, No. 4 rebar of varying lengths, testing, and all associated work to provide a complete functioning system. The department will not pay for replacing those marker balls that are non-functional.

52. External Chimney Seal, Item SPV.0060.23.

A Description

This special provision includes the materials and procedures required for the external sealing of the entire chimney area of all new sanitary manholes, according to section 3100 of the City of Oshkosh Specifications as shown on the plans and hereinafter provided.

B Materials

B.1 Frame Seal

Furnish materials conforming to the requirements of section 3100.2 of the City of Oshkosh specifications. Frame seals shall consist of a flexible external rubber sleeve and extension and stainless steel compression bands, all conforming to the following requirements:

- (1) Rubber Sleeve and Extension – The flexible rubber sleeve and extension shall be extruded or molded from a high grade rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum 1500 psi tensile strength, maximum 18% compression set and a hardness (durometer) of 48±5.

The rubber sleeve shall be corrugated, with a minimum thickness of 3/16-inches and shall have an unexpanded vertical height of 9-inches. The top section of the sleeve shall contain multiple sealing fins and be designed to extend both over and under the manhole frame's base flange, thereby allowing it to be mechanically locked to the frame. The bottom section of the sleeve shall contain an integrally formed compression band recess and a series of sealing fins to facilitate a watertight seal.

The extension shall have a minimum thickness of 3/16-inches. The top portion of the extension shall be shaped to fit into the bottom band recess of the sleeve and have its own integrally formed band recess, which is located such that when assembled this recess is centered over that of the sleeve. The bottom section of the extension shall contain an integrally formed compression band recess and multiple sealing fins matching that of the rubber sleeve.

Any splice used to fabricate the sleeve and extension shall be hot vulcanized and have a strength such that the sleeve shall withstand a 180 degree bend with no visible separation.

- (2) **Compression Bands** – The bands used to compress the sleeve against the manhole shall be integrally formed from 16 gauge stainless steel conforming to the applicable material requirements of ASTM C-923, Type 304, with no welded attachments and shall have a minimum width of 1-inch. The top compression band shall have a shape and width sufficient to, when tightened, will mechanically lock the sleeve to the manhole frame's base flange. The lower compression band shall be a flat strip to allow placement into the lower band recess of the seal and/or extension. The tightening mechanism on both bands shall have the capacity to develop the pressures necessary to make a watertight seal and shall have a minimum adjustment range of 2 diameter inches. Screws, bolts and nuts used on the bands shall be stainless steel conforming to ASTM F-593 and 594, Type 304.
- (3) **Acceptable Manufacturers**
C. Cretex Specialty Products

B.2 Equipment

The contractor shall have a manufacturer's recommended compression tool and all other equipment/tools necessary to prepare the surfaces of the manhole and install the frame seals.

B.3 Cementitious Grout

Cementitious grout shall be premixed, non-metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. when mixed to a mortar or "plastic" consistency, it shall have a minimum 1 day and 28 day compressive strength of 6,000 and 9,000 psi, respectively.

C Construction

C.1 Field Measurements

Conform to section 3100.3 of the City of Oshkosh specifications. The contractor shall measure the manhole to determine the information required on the manufacturer's "Sizing and Ordering" procedure. This information is needed to obtain the proper size of any extensions.

C.2 Surface Preparation

All sealing surfaces shall be reasonably smooth, clean and free of any form offsets or excessive honeycomb. The top external portions of the cone shall have a minimum 3-inch high vertical surface. The preparation of this vertical surface when none exists shall be according to the frame seal manufacturer's instructions. The manhole frame shall be set to the required grade while sitting on three ¾-inch steel spacers, which have been totally embedded in a course of cementitious grout conforming to the requirements above, mixed to a mortar of "plastic" consistency.

C.3 Installation of Frame Seal

The external frame seals and extensions shall be installed according to the manufacturer's instructions.

D Measurement

The department will measure External Chimney Seal as each individual manhole frame and cover, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	External Chimney Seal	Each

All costs for furnishing and installing an external frame seal and where necessary, an extension or extensions, shall be included in the unit price bid for sanitary manhole.

53. Remove Hydrants, Item SPV.0060.25; Remove Water Valves, Item SPV.0060.26.

A Description

Completely remove all existing water facilities as shown on the plan and those that are in conflict with the new facilities and / or are located within the trench and excavation limits of the new facilities. Perform this work according to section 4900 of the City of Oshkosh specifications.

B Materials

Conform to section 4900.2 of the City of Oshkosh specifications.

C Construction

C.1 Applicable Specifications

Perform all water system removals in conformance with section 4900.3 of the City of Oshkosh specifications.

C.2 Remove Water Facilities

Remove Hydrants completely including attached parts and connections; remove valve boxes and/or valve manholes completely as shown on the plan and as directed by City of Oshkosh water system personnel. Stockpile hydrants and valves removed as part of this project within the road right-of-way for pick-up by the City of Oshkosh. Coordinate removal schedule with the city a minimum of 2 working days prior to beginning removals. Contact Pete Gulbranson at (920) 236-5063.

D Measurement

The department will measure Remove Hydrants and Remove Water Valves by each individual unit approved by the City of Oshkosh, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Remove Hydrants	Each
SPV.0060.26	Remove Water Valves	Each

Payment is full compensation for providing all equipment, labor, tools, materials and incidentals required to remove these items including all attached parts and connections; for furnishing all excavation except for rock excavation; for sheeting, shoring and dewatering; for furnishing, placing and compacting granular backfill; for removing sheeting and shoring; for proper disposal of excess and waste material and for restoring the site of the work; and for stockpiling the old hydrants and valves for pickup by the city.

54. Adjusting Water Valve Boxes, Item SPV.0060.27.**A Description**

Adjust existing water valve boxes not installed under this contract as shown on the plans to the required finished elevation; replace existing damaged extensions or top sections; straighten all existing extensions or top sections out of plumb, according to section 4400 of the City of Oshkosh specifications, and as hereinafter provided.

B Materials

Provide water system materials that are in conformance with section 4400.2 of the City of Oshkosh Specifications.

C Construction

Conform to section 4400.3 of the City of Oshkosh specifications. Prior to completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extensions(s) as needed, and backfill. Complete adjustments in such a manner to avoid any damage to the water valve boxes.

D Measurement

The department will measure Adjusting Water Valve Boxes by each individual unit approved by the City of Oshkosh, and 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.0060.27	Adjusting Water Valve Boxes	Each

Payment is full compensation for providing all materials, including top sections, extensions and lids; for the adjustment to final finished grade; for furnishing all excavation except for rock excavation, for replacing existing damaged extensions or top sections; for straightening all existing extensions or top sections out of plumb; for furnishing, placing and compacting

granular backfill material; for disposal of surplus material; for shoring and dewatering; for removing sheeting and shoring; and for restoring the site of the work.

55. Connect Water Main to Existing Pipe, Item SPV.0060.30; Standard Sanitary Pipe Connection, Item SPV.0060.31; Special Concrete Collar Sanitary Pipe Connection, SPV.0060.32; Connect to Existing Storm Sewer Lateral, SPV.0060.33.

A Description

Furnish and install connections to existing water main pipes, sanitary sewer mainline pipes, and storm sewer laterals and buried sump lines, according to the following sections of the City of Oshkosh specifications:

Section 2850 – Storm sewer connections
Section 3300 – Sanitary sewer connections
Section 4000 – Water main connections

B Materials

Use materials conforming to the requirements of sections 2850.2, 3300.2 and 4000.2 of the City of Oshkosh specifications.

C Construction

Conform to sections 2850.3, 3300.3 and 4000.3 of the City of Oshkosh specifications.

D Measurement

The department will measure Connect Water Main to Existing Pipe, Standard Sanitary Pipe Connection, Special Concrete Collar Sanitary Pipe Connection, and Connect to Existing Storm Sewer Lateral by each individual connection, acceptably completed, and approved by the City of Oshkosh. Connections to existing buried sump pump lines will be measured as a connection to an existing storm sewer lateral.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Connect Water Main to Existing Pipe	Each
SPV.0060.31	Standard Sanitary Pipe Connection	Each
SPV.0060.32	Special Concrete Collar Sanitary Pipe Connection	Each
SPV.0060.33	Connect to Existing Storm Sewer Lateral	Each

Sanitary sewer connections: Payment is full compensation for providing all materials, including flexible couplings and bands, and other required connection fittings; for all excavation except for rock excavation, for sealing joints and making connections to new or existing sanitary pipes; for concrete collar pipe connections, reinforcing mesh, bonding agents and sealing bands; for furnishing, placing and compacting backfill material and

bedding material; for cleaning out pipes, disposal of surplus material; for shoring and dewatering; for removing sheeting and shoring; and for restoring the site of the work.

Water main connections: Payment is full compensation for providing all materials including all fittings including vertical bends to properly align the new water main pipe and the old pipe; for adjusting the new water main for both horizontal and vertical alignment as required to properly match the existing water main; for furnishing, placing and compacting backfill material and bedding material; for cleaning out pipes, disposal of surplus material; for shoring and dewatering; for removing sheeting and shoring; and for restoring the site of the work.

Connect to existing storm sewer laterals and buried sump pump lines: Payment is full compensation for providing all necessary labor, equipment, and materials; for excavating; for sheeting and shoring; for by-pass pumping; for forming foundation; for flexible coupling; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; and for cleaning out and restoring the site of work.

56. Salvage and Reset Boulder, Item SPV.0060.35.

A Description

This special provision describes salvaging, storing and reinstalling existing boulders as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove, salvage and reinstall existing boulder at the location shown on the plans in such a manner that prevents damaging the boulder.

If the contractor damages existing boulder through their own operations, the contractor shall replace them at no expense to the department.

D Measurement

The department will measure Salvage and Reset Boulder by each boulder, acceptably reset.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.35	Salvage and Reset Boulder	Each

Payment is full compensation for furnishing all labor, tools, materials and incidentals; for removing, storing and reinstalling the boulder.

- 57. Water Main 4" 45 Degree Bend, SPV.0060.40; Water Main 6" 45 Degree Bend, SPV.0060.41; Water Main 8" 22.5 Degree Bend, Item SPV.0060.42; Water Main 8" 45 Degree Bend, SPV.0060.43; Water Main 12" 22.5 Degree Bend, SPV.0060.44; Water Main 12" 45 Degree Bend, SPV.0060.45; Water Main Cross 8" x 8", Item SPV.0060.46; Water Main Cross 12" x 8", Item SPV.0060.47; Water Main Reducer 8" x 4", Item SPV.0060.48; Water Main Reducer 8" x 6", Item SPV.0060.49; Water Main Tee 8" x 4", Item SPV.0060.50; Water Main Tee 8" x 6", Item SPV.0060.51; Water Main Tee 8" x 8", Item SPV.0060.52; Water Main Water Valve and Box 4", Item SPV.0060.53; Water Valve and Box 6", Item SPV.0060.54; 8", Item SPV.0060.55; Water Valve and Box 12", Item SPV.0060.56; Fire Hydrant, Item SPV.0060.57; 1" Corporation, Curb Stop and Box (Set), Item SPV.0060.59; 2" Corporation, Curb Stop and Box (Set), Item SPV.0060.60.**

A Description

Furnish and install water appurtenances according to the following sections of the City of Oshkosh Specifications, as shown on the plans, and hereinafter provided:

Section 4000: Water services, connections, corporations and stop boxes.

Section 4100: Water main fittings including tees, crosses, bends, caps, and reducers.

Section 4400: Water valves.

Section 4500: Hydrants.

B Materials

Provide water system materials that are in conformance to sections 4000.2, 4100.2, 4400.2, and section 4500.2 the City of Oshkosh Specifications. Prior to incorporating any materials or products into the work, submit to the engineer and city water utility representatives product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

Any fittings or components used in the potable water system shall be stamped 'NL' and meet all Federal no-lead provisions.

C Construction

C.1 Applicable Specifications

Conform to sections 4000.3, 4100.3, 4400.2, and 4500.3 of the City of Oshkosh specifications. Perform all water system construction in conformance to the City of Oshkosh Specifications.

C.2 Water Main Appurtenances

All valves, tees, crosses, bends, reducers, taps, joints and other fittings including hydrant connecting tees shall be covered or wrapped and secured with 8-mil thick polyethylene film

meeting the requirements of AWWA C-105 or ANSI A-21.5 and according to the City of Oshkosh Specifications.

Block all tees, plugs, bends and fittings as shown on the construction detail drawings.

C.3 Corporation, Curb Stop and Box (Set)

All water services equal to or less than 2-inch nominal diameter shall use a corporation installed on the main (refer to City of Oshkosh Specifications for the need of tapping saddles according to size of services). All curb stop boxes shall be wrapped with polyethylene sheets. The polyethylene shall be taped on both the bottom and top of the curb box. Curb stop locations as shown on the plan are approximate and may be adjusted in the field by the engineer or City of Oshkosh.

The contractor shall install a separate casting and cover for any curb box that is located in a concrete sidewalk or concrete driveway. The City of Oshkosh Water Department will supply the casting and cover to the contractor. Contractor shall provide a min. of three days' notice to the Water Department prior to installation of the castings and covers.

The curb box shall be installed so that the top of the box is 3-inches below the finished concrete surface elevation. The casting and cover shall be installed and centered on the water service curb box. The casting shall be set flush into the new concrete sidewalk or driveway and shall not be connected to the curb stop box. The contractor shall verify that curb boxes are plumb in the presence of a City of Oshkosh Water Department representative prior to installation of the casting and cover. Picking up, installing the castings and covers, and verifying the plumbness shall be considered incidental to the Corporation, Curb Stop and Box (Set) items.

C.4 Fire Hydrants

Furnish and install fire hydrants according to the City of Oshkosh Specifications.

The connecting tees for the hydrants shall be anchoring tees and all fittings for hydrant connections shall be anchoring fittings. Set the finished elevation of the hydrants so the bolts on the breakaway flange are 2-inches above finished ground elevation. This grade is to be set regardless of the depth of the main. If extensions are required for hydrants they shall be considered incidental to the bid item of Fire Hydrant.

D Measurement

The department will measure Bend (Size); Cross (Size); Reducer (Size); Tee (Size); Water Valve and Box (Size); Fire Hydrant; Connect Water Main to Existing; Corporation, Curb Stop and Box (Set) (Size) by each individual unit approved by the City of Oshkosh, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Water Main Bend 4" 45 Degree	Each
SPV.0060.41	Water Main Bend 6" 45 Degree	Each
SPV.0060.42	Water Main Bend 8" 22.5 Degree	Each
SPV.0060.43	Water Main Bend 8" 45 Degree	Each
SPV.0060.44	Water Main Bend 12" 22.5 Degree	Each
SPV.0060.45	Water Main Bend 12" 45 Degree	Each
SPV.0060.46	Water Main Cross 8"x 8"	Each
SPV.0060.47	Water Main Cross 12"x 8"	Each
SPV.0060.48	Water Main Reducer 8"x 4"	Each
SPV.0060.49	Water Main Reducer 8"x 6"	Each
SPV.0060.50	Water Main Tee 8'x 4"	Each
SPV.0060.51	Water Main Tee 8'x 6"	Each
SPV.0060.52	Water Main Tee 8'x 8"	Each
SPV.0060.53	Water Valve and Box 4"	Each
SPV.0060.54	Water Valve and Box 6"	Each
SPV.0060.55	Water Valve and Box 8"	Each
SPV.0060.56	Water Valve and Box 12"	Each
SPV.0060.57	Fire Hydrant	Each
SPV.0060.59	1" Corporation, Curb Stop and Box (Set)	Each
SPV.0060.60	2" Inch Corporation, Curb Stop and Box (Set)	Each

Payment is full compensation for providing all equipment, labor and materials, including bends, crosses, reducers, tees, valves and valve boxes, fire hydrants, corporations, tapping saddles, curb stops and boxes, connection sleeves, polyethylene encasement and securing, thrust blocking, and other required materials to allow for connecting to existing mains to produce a complete working water system; for picking up, transporting and installing the castings and covers for the curb stop boxes; for furnishing all excavating except for rock excavation; for forming foundation; for replacing unstable foundation materials; for sheeting, shoring and dewatering; for making connections to new or existing pipe or fixtures; for providing and compacting backfill materials; for cleaning out pipes and fittings; for testing and disinfecting and for restoring the site of the work. This work shall include all fittings and any necessary components required to properly connect the new water main to the existing water main and the new water services to the existing water services to provide a complete connection.

58. Fluorocarbon Gasket 6-Inch, Item SPV.0060.65; Fluorocarbon Gasket 8-Inch, Item SPV.0060.66.

A Description

Furnish and install Fluorocarbon Gaskets for ductile iron water main where water main is installed in areas of contaminated soil according to section 4000 of the City of Oshkosh Specifications as shown on the plans and hereinafter provided.

B Materials

B.1 Applicable Specifications

Fluorocarbon gaskets shall conform to A.W.W.A. C-111 or A.N.S.I. 21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the engineer and City of Oshkosh Water Department representatives product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

C Construction

Conform to section 4000.3 of the City of Oshkosh specifications. The approximate location of the contaminated soils is shown on the plans. Special water main construction is required through these areas and within 50 feet of the contaminated soils as verified. Special water main construction shall consist of polyethylene encased ductile iron water main pipe with the standard gaskets replaced with Fluorocarbon Gaskets.

D Measurement

The department will measure Fluorocarbon Gasket (Size) by each individual unit for each gasket approved by the City of Oshkosh, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.65	Fluorocarbon Gasket 6-Inch	Each
SPV.0060.66	Fluorocarbon Gasket 8-Inch	Each

Payment is full compensation for providing all equipment, labor, tools, materials and incidentals required to properly install Fluorocarbon Gaskets and all associated work to provide a complete functioning system.

59. Poles Type 9, Item SPV.0060.70; Poles Type 10, Item SPV.0060.71; Poles Type 13, Item SPV.0060.72.

A Description

Work under this item consists of furnishing and installing monotube poles.

B Materials

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of Appendix C of those AASHTO standards.

Use Category III criteria for Type 9 and Type 10 Poles. Use Category II criteria for Type 13 Poles.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

After welding and before zinc coating, clean the exterior surface of each steel pole free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply a zinc coating conforming to the process specified for steel sign bridges in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After completing manufacturing, clean the exterior surfaces of each pole free of all loose scale, dirt, oil or grease, and other foreign substances.

Provide a reinforced hand hole measuring 4-inches by 6-inches (100 mm by 150 mm) as the plans show. Locate the hand hole 18-inches (450 mm) from the bottom of the pole base to the center of the door.

For the hand hole, include an access cover mounted to the pole by two $\frac{1}{4}$ " - 20 x $\frac{3}{4}$ " (m6 x 1.00 x 19 mm) hex-head stainless steel bolts.

Provide a grounding lug complete with mounting hardware, as required, inside the pole as the plans show.

Provide access to the grounding lug from the hand hole. Weld the ground lug directly opposite the hand hole on the inside wall of the pole.

Equip the top of the shaft with a removable, ventilated cap held securely in place by at least $3\frac{1}{4}$ " - 20 x $\frac{3}{4}$ " (m6 x 1.00 x 19 mm) hex-head stainless steel set screws.

Ensure that all castings are clean, smooth, and with all details well defined and true to pattern.

Attached base plates firmly to the pole shaft by welding or other approved method.

Include anchor bolts meeting AASHTO standards applicable to the pole type and loading. Provide a mounting template that ensures correct installation of anchor bolts in foundation.

Paint poles black using a powder coat over the galvanizing.

C Construction

Install poles as specified in the plan details and using appropriate contractor-furnished anchor bolts and hardware. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 641.3.1.2.

After completing erection using normal pole shaft raking techniques, ensure the centerline of the shaft appears vertical.

D Measurement

The department will measure Poles Type 9, Type 10, Type 13 as each individual pole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.70	Poles Type 9	Each
SPV.0060.71	Poles Type 10	Each
SPV.0060.72	Poles Type 13	Each

Payment is full compensation for providing and installing poles including all hardware and fittings necessary to install the poles, and for installing identification plaques.

60. Monotube Arms 28-FT, Item SPV.0060.73; Monotube Arms 30-FT, Item SPV.0060.74; Monotube Arm 48-FT, Item SPV.0060.75.

A Description

Work under this item consists of furnishing and installing monotube arms.

B Materials

Design support structures conforming to the minimum wall thickness of the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of Appendix C of those AASHTO standards.

Use Category III criteria for 15 to 30 foot arms. Use Category II criteria for 35 to 55 foot arms.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

Base the designs on the completed maximum loading configuration the standard detail drawing shows. Along with the materials list, submit a certificate of compliance certifying that the arms as furnished, conform to the above structural performance requirements. Ensure that the certificate of compliance is on the manufacturer's letterhead, signed by an authorized company officer, and notarized. Send a copy of the certificate and a copy of the monotube arm shop drawings to the department electrical engineer.

Furnish monotube arms conforming to the following:

1. Consist of zinc coated steel round or oval members.
2. Have a mounting device welded to the pole end of the monotube arm that allows the attachment of the arm to a pole as the plans show.
3. Have stiffeners or gussets if required between the arm tube and the arm mounting device to provide adequate strength to resist side loads.
4. Monotube arms to be painted black using a powder coat over the galvanizing.

After welding and before zinc coating, clean exterior surfaces of each arm free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply zinc coating as specified for sign bridge components in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After manufacturing is complete, clean the exterior surfaces of each pole free of all loose scale, dirt, oil, or grease, and other foreign substances.

Paint arms black using a powder coat over the galvanizing.

C (Vacant)

D Measurement

The department will measure Monotube Arms 28-FT, 30-FT, and 48-FT as each individual arm, 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.0060.73	Monotube Arms 28-FT	Each
SPV.0060.74	Monotube Arms 30-FT	Each
SPV.0060.75	Monotube Arms 48-FT	Each

Payment is full compensation for providing and installing all materials, including all hardware, fittings, mounting devices, shims, and attachments necessary to completely install the arms.

61. Concrete Bases Type 10 Contractor Supplied Anchor Bolts and Anchor Rod Template, Item SPV.0060.76; Concrete Bases Type 13 Contractor Supplied Anchor Bolts and Anchor Rod Template, Item SPV.0060.77.

A Description

This special provision describes constructing concrete bases, including the use of contractor supplied anchor bolts and anchor rod templates.

B Materials

B.1. Concrete Bases

Furnish grade A, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501.2 as modified in standard spec 716. Provide QMP for Class III ancillary concrete as specified in standard spec 716.

Furnish bar steel reinforcement conforming to standard spec 505.2.

Use Schedule 40 PVC electrical conduit conforming to the electrical conduit specified in standard spec 652.

B.2. Anchor Bolts

Provide anchor bolts conforming to AASHTO M314, Grade 55 and Supplementary Specification S1, or ASTM F1554 Grade 55. Threads on bolts shall be formed by rolling.

Hot-dip galvanize the entire length of the anchor rods according to AASHTO M111. Hot-dip the nuts and washers according to AASHTO M232. use zinc coated nuts manufactured with sufficient allowance to allow nuts to run freely on the threads.

B.3. Anchor Rod Template

Furnish a steel top and bottom template conforming to ASTM A709, Grade 36 as part of each anchor assembly. Provide a top template of sufficient gauge to hold the anchor rods securely in position at the top, and resist racking or twisting during the pour. Use a ½-inch thick bottom anchor plate-template and secure it to each anchor rod. Templates shall not be welded to the anchor rods.

C Construction

C.1. Concrete Bases

Construct concrete bases, including necessary hardware, as specified in standard spec 501 and plan details, and provide the surface finish specified in standard spec 502.3.7.2. Inspect the forming and applicable reinforcement for concrete bases before pouring the concrete. Cure exposed portions of concrete bases as specified for concrete pavement in standard spec 415.3.12 except the contractor may use curing compound conforming to standard spec 501.2.9. Wait at least seven days before installing poles.

C.2. Anchor Bolts

Lubricate anchor bolt threads and nuts with bees wax or other high-wax lubricant. Set leveling nuts to the required elevation before installing the structure. Adjust top nuts and leveling nuts to align and plumb the structure. Ensure that all nuts are snug-tight with no gaps. Tighten each top nut 1/3 turn past snug for bolts 1½-inch or smaller in diameter and 1/5 turn for larger diameter bolts conforming to the tightening sequence specified on department form DT 2321. If required, install jamb nuts wrench tight.

Complete department form DT 2321 for each structure. Indicate the parties responsible for the installation and submit the form to the engineer for inclusion in the permanent project record.

C.3. Anchor Rod Templates

Secure the anchor rod template to all anchor rods at one time in its correct position as the plan details show. Ensure relative movement and misalignment does not occur. If any twisting, racking, or other movement of the anchor rods out of plumb, projection, or pattern, or any damage to the threads exists the engineer will reject the entire base.

Maintain the clear distance between the soil and the reinforcing steel cage using the means the plan detail shows. Do not weld the anchor rods to each other, the reinforcing steel cage, and the templates or to any other component of the foundation.

If any anchor rod template is located above the concrete surface, it may be removed 24 hours after placing the concrete.

D Measurement

The department will measure Concrete Bases Type 10, Supplied Anchor Bolts and Anchor Rod Template and Concrete Bases Type 13 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.0060.76	Concrete Bases Type 10 Contractor Supplied Anchor Bolts and Anchor Rod Template	Each
SPV.0060.77	Concrete Bases Type 13 Contractor Supplied Anchor Bolts and Anchor Rod Template	Each

Payment for the Concrete Bases Type 10 or 13, Contractor Supplied Anchor Bolts and Anchor Rod Template is full compensation for providing concrete, reinforcing steel, and electrical conduit; for providing anchor rods, templates, nuts, and washers; for excavating; for driving steel piling if required; for installing electrical conduit, electrical ground, templates; for placing and curing concrete; for backfilling; and for disposing of surplus material and restoring the site.

62. Concrete Control Cabinet Base Type L Special, Item SPV.0060.80.

A Description

This special provision describes constructing concrete bases for control cabinets according to plan details, standard spec 654, and as hereinafter provided.

B Materials

Conform to standard spec 654.2.

C Construction

Conform to standard spec 654.3.

D Measurement

The department will measure Concrete Control Cabinet Bases Type L Special as each individual unit, acceptably completed.

E Payment

Supplement Section 654.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.80	Concrete Control Cabinet Base Type L Special	Each

63. Lighting Control Cabinet 120/240 Volt Special, Item SPV.0060.81.

A Description

This special provision describes furnishing and installing lighting control cabinets according to plan details, standard spec 659, and as hereinafter provided.

B Materials

Conform to standard spec 659.2.

Lighting Control Cabinets shall include an Eltec NTC-17E time clock with four relay units.

Supplier to do initial field setup of the cabinet and conduct an instructional “how to use” field seminar for city personnel. Contact Dan Kussmann at (920) 379-1127 to schedule the field seminar.

C Construction

Conform to standard spec 659.3.

D Measurement

The department will measure Lighting Control Cabinets as each individual units, acceptably completed.

E Payment

Supplement standard spec 659.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.81	Lighting Control Cabinet 120/240 Volt Special	Each

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

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

B (Vacant)**C Construction**

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	Hours

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

65. Remove Retaining Wall, Item SPV.0090.02.**A Description**

This special provision describes removing retaining walls at the locations shown on the plans and according to standard spec 204.

B (Vacant)**C Construction**

Conform to standard spec 204.3.

D Measurement

The department will measure Remove Retaining Wall by the linear foot, measured along the face of the wall, 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.0090.02	Remove Retaining Wall	LF

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

66. Remove Water Main, Item SPV.0090.04; Remove Sanitary Sewer, Item SPV.0090.06.

A Description

Completely remove all existing sanitary sewer and water facilities as shown on the plan and those that are in conflict with the new facilities and / or are located within the trench and excavation limits of the new facilities. Perform this work according to the following sections of the City of Oshkosh specifications and as hereinafter provided:

Section 3800 – Sanitary sewer removals

Section 4900 – Water main removals

B Materials

Conform to section 3800.2 and 4900.2 of the City of Oshkosh specifications.

C Construction**C.1 Applicable Specifications**

Perform all sanitary sewer and water system removals in conformance with sections 3800.3 and 4900.3 of the City of Oshkosh specifications. Coordinate removal schedule with the city a minimum of two working days prior to beginning removals. Contact Pete Gulbranson at (920) 236-5063.

C.2 Remove Water Facilities

Remove water main as shown on the plan and as directed by City of Oshkosh water system personnel.

C.3 Remove Sanitary Sewer Facilities

Remove sanitary sewer as shown on the plan and as directed by City of Oshkosh sanitary sewer system personnel.

D Measurement

The department will measure Remove Water Main and Remove Sanitary Sewer by the linear foot approved by the City of Oshkosh, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Remove Water Main	LF
SPV.0090.06	Remove Sanitary Sewer	LF

Payment is full compensation for providing all equipment, labor, tools, materials and incidentals required to remove these items including all attached parts and connections; for furnishing all excavation except for rock excavation; for sheeting, shoring and dewatering; for furnishing, placing and compacting backfill material; for removing sheeting and shoring; and for proper disposal of excess and waste material and for restoring the site of the work.

67. Concrete Curb and Gutter Integral Special 12-Inch Wide Curb Head, Item SPV.0090.08.

A Description

This special provision describes constructing Concrete Curb and Gutter Integral, Special, 12-Inch Wide Curb Head according to plan details, standard spec 601, and as hereinafter provided.

B Materials

Materials furnished shall be in conformance with standard spec 601.2.

C Construction

Perform construction in conformance with standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter Integral, Special, 12-Inch Wide Curb Head by the linear foot, acceptably completed.

E Payment

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Concrete Curb and Gutter Integral Special 12-Inch Wide Curb Head	LF

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and curb ramps; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for excavation required for this work as specified in the contract. Payment also includes providing tie bars in unhardened concrete. For tie bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars bid item as specified in 416.5.

68. Concrete Retaining Curb, Item SPV.0090.10.

A Description

This special provision describes constructing Concrete Retaining Curb according to plan details, standard spec 601, and as hereinafter provided.

B Materials

Modify standard spec 601.2 to include coated high strength bar steel reinforcement according to standard spec 505.2.4.

C Construction

Conform to standard spec 601.3.

D Measurement

The department will measure Concrete Retaining Curb by the linear foot, acceptably completed.

E Payment

Supplement standard spec 601.5₍₁₎ to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Concrete Retaining Curb	LF

Modify standard spec 601.5₍₂₎ to include the following:

Payment includes furnishing and installing coated high strength bar steel reinforcement.

69. Salvage and Reset Concrete Block Retaining Wall, Item SPV.0090.11.

A Description

This special provision describes salvaging, storing, and relaying existing concrete block retaining wall as shown on the plans and as hereinafter provided.

B Materials

Provide granular backfill meeting the requirements of standard spec 209.2.2, Grade No. 1 for use as bedding and backfill material, or other granular material appropriate for bedding and backfill placement applications as approved by the engineer.

C Construction

Remove, salvage and reinstall existing concrete block retaining wall in such a manner that prevents damaging the concrete blocks.

If the contractor damages existing concrete blocks through their own operations, the contractor shall replace them at no expense to the department.

Prior to relaying concrete blocks, compact and level a bed of granular backfill material to a minimum depth of 6-inches. Relay the concrete block in a regular pattern to match the

pattern of the existing blocks. Place and compact the backfill material in lifts not exceeding 6-inches and according to the requirements of standard spec 209.3.

D Measurement

The department will measure Salvage and Reset Concrete Block Retaining Wall 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.0090.11	Salvage and Reset Concrete Block Retaining Wall	LF

Payment is full compensation for furnishing all labor, tools, materials and incidentals; for removing, storing, and relaying the concrete blocks; for preparation of the bedding and backfill; for cutting the blocks if necessary; and for disposing of any unused blocks.

70. Storm Sewer Lateral 6-Inch, Item SPV.0090.12; Storm Sewer Lateral 8-Inch, Item SPV.0090.13.

A Description

This special provision describes constructing storm sewer laterals according to sections 2400 and 2850 of the City of Oshkosh specifications, as shown on the plans, and as hereinafter provided.

B Materials

Subsections 2400.2 and 2850.2 of the City of Oshkosh specifications:

C Construction

Construct storm laterals according to sections 2400.3 and 2850.3 of the City of Oshkosh specifications and as hereinafter provided:

The proposed lateral locations shown on the plans are approximate; the exact locations will be determined by the engineer and city of Oshkosh at the time of storm sewer construction operations under this contract. Contact Pete Gulbranson, City of Oshkosh Engineering Department at (920) 236-5065.

At locations where the adjoining properties have existing storm sewer laterals or buried sump pump lines, connect to the existing lateral or buried sump pump line. Connections to existing laterals and buried sump pump lines will be measured and paid for separately.

Lateral inlets shall be installed at locations shown on the plans and will be measured and paid for under a separate bid item. At locations where lateral inlets are not shown on the plans, cap the lateral at a location 5 feet behind the sidewalk.

Construct a clay dam at each storm sewer lateral location as shown on the plans.

D Measurement

The department will measure Storm Sewer Lateral (Size) 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.0090.12	Storm Sewer Lateral 6-Inch	LF
SPV.0090.13	Storm Sewer Lateral 8-Inch	LF

Payment for Storm Sewer Lateral Bid Items is full compensation for providing all necessary labor, equipment, and materials (including all necessary bends, fittings, caps, and cleanouts); for excavating; for sheeting and shoring; for by-pass pumping; for forming foundation; for connecting to new storm sewer mains; for laying pipe; for sealing joints; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; and for furnishing and installing clay dams.

71. Storm Sewer Pipe PVC 10-Inch, Item SPV.0090.14.**A Description**

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

B Materials

Supplement standard spec 607.2 as follows:

B.1 Polyvinyl Chloride (PVC) Pipe SDR 35 and Fittings

Polyvinyl Chloride (PVC) Pipe SDR 35 and Fittings:

- (1) Pipe and fittings furnished shall meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings, as set forth in ASTM Designation D-3034 and subsequent revisions thereof.
- (2) The dimensions of the pipe shall be according to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arcs spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.
- (3) Each length of pipe and each fitting shall be marked as follows:
 - a) Manufacturer's name or trademark.
 - b) Nominal pipe size.
 - c) The PVC cell classification, e.g., 12454-B.
 - d) The legend Type PSM PVC Sewer Pipe.
 - e) ASTM Designation D-3034.

- (4) Pipe fittings shall be according to all manufacturer's recommendations.
- (5) All pipe and fittings shall be by one (1) manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212.
- (6) Flexible couplings shall be manufactured from flexible polyvinyl chloride (PVC) intended for water-tight joints and shall be 3/8 inch thick with multiple sealing ribs. Each coupling shall consist of 2-Series 300 (18-8) all stainless steel, extra strength (0.040 thick) T-bolt clamps with multiple take up points. The flexible coupling shall conform to the applicable parts of ASTM C443, C425, C564, D1869, and C1173. The flexible couplings shall be manufactured to connect the PVC replacement pipe with pipes of different materials.

C Construction

Conform to standard spec 607.3.

D Measurement

The department will measure Storm Sewer Pipe PVC 10-Inch by the linear foot according to standard spec 607.4.

E Payment

Supplement standard spec 607.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.14	Storm Sewer Pipe PVC 10-Inch	LF

72. Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch, Item SPV.0090.15.

A Description

This special provision describes furnishing and installing storm sewer according to standard spec 610, as shown on the plans and as follows.

B Materials

Conform to standard spec 610.2.

C Construction

Conform to standard spec 610.3.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch by the linear foot according to standard spec 610.4.

E Payment

Supplement standard spec 610.5 to include the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.15	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch	LF

73. Televising Storm Sewer, Item SPV.0090.16.

A Description

Inspect and document all storm sewer trunk-lines, inlet leads, and manholes installed under this contract with closed circuit television as shown on the plans and hereinafter provided.

B Materials

B.1 Video Recording

The entire inspection must be recorded on a DVD, capable of being viewed on a DVD player or Windows® media player.

B.2 Closed Circuit Television Camera

Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and include the following features:

- a. Pan and Tilt Radial View Color Sewer TV Camera.
- b. 360 Degree Radial x 300 Degree Pan and Tilt Viewing Field.
- c. Multi-Conductor.
- d. Remote Adjustable Optical Focus, Remote Light Compensating Iris.
- e. Automatic White Balance Circuitry, NTSC Color.
- f. Low Light, 3 Lux Camera.

The pan and tilt view camera to be specifically designed to provide a close-up view of sewer pipe walls and lateral entrances through the use of a low light sensitive camera, movable camera head and directional lighting. Unit to be color, and designed for operation through up to 2,000-feet of multi-conductor cable in sanitary and storm sewers. Chassis construction to be 100% solid state circuitry designed to withstand shocks and vibration normally sustained while being pulled through a pipe. The image pick-up device to be low light sensitive, 3 Lux, solid-state camera incorporating the latest high resolution closed circuit television technology. Operating climatic ranges of the camera is to be -10°C to +30°C, and up to 100% relative humidity.

The remote reading footage counter is to be accurate to 1% over the length of the particular section being inspected and mounted over the television monitor.

B.3 Sewer Cleaning Equipment

Sewer cleaning equipment shall consist of a jet cleaner with a vacuum/air transport debris removal system.

The water pump system on the cleaning vehicle must have the ability to pump between 50 to 65-gallons per minute at a pressure of 1,200 to 1,500 pounds per square inch. Units with pumps smaller than this will not be acceptable.

C Construction

C.1 Sewer Flow Control

When sewer depth of flow at the upstream manhole of the manhole section being worked is above the maximum allowable for television inspection, joint testing and/or sealing; reduce flow to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow, as specified.

Depth of flow shall not exceed that shown below for the respective pipe sizes, as measured in the manhole when performing television inspection.

- (1) Maximum Depth of Flow Television Inspection
- (2) 6 to 10-inch Pipe 20% Of Pipe Diameter
- (3) 12 to 24-inch Pipe 25% Of Pipe Diameter
- (4) 27-inch and Larger Pipe 30% Of Pipe Diameter

Plugging or Blocking: Insert a sewer line plug into the line upstream of the section being worked. The plug is to be designed so that all or any portion of the sewage can be released. During television inspection, testing and sealing operations, reduce flow to be within the limits specified above. After the work has been completed, restore flow to normal.

Pumping and Bypassing: When pumping and bypassing is required, supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system is to be of sufficient capacity to handle existing flow, plus additional flow that may occur during a rainstorm. Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, equip engines in a manner to keep noise to a minimum.

Flow Control Precautions: When flow in a sewer line is plugged, blocked or bypassed, take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging. Precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being serviced by the sewers involved.

C.2 Preparation/Coordination

Dispose of any and all debris removed from the sewers during the cleaning process in compliance with all federal, state and local requirements. Pay any and all fees associated with the proper disposal of these materials. The City of Oshkosh will not have a disposal site available.

C.3 Television Inspection

Move camera through the line in either direction at a uniform rate, but no greater than 30-feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. Use manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions, when moving the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, reset the equipment in a manner so the inspection can be performed from the opposite manhole.

In the event the section being televised has substantial flow entering the sewer between manholes, such that inspection of the sewer is impaired, coordinate with the owner of source of flow to have such flow temporarily stopped and/or reschedule television inspection of the particular section to a time when such flow is reduced to permit proceeding with the television inspection.

When sewer line depth of flow at the upstream manhole of the section being televised is above the maximum allowable for television inspection, reduce the flow to permit proceeding with the television inspection.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, use radios or other suitable means of communication set up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crews.

Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape or other suitable device. Begin footage measurements at the sewer line point of penetration of the upstream manhole, unless specific permission is given to do otherwise. Show footage on the video data view at all times.

C.4 Documentation of Television Results

Document television inspections through the use of an in-vehicle computer system; system to be IBM compatible on a CD or DVD. All defects and general information on the pipe being viewed along with an index for retrieving the information must be supplied to the City of Oshkosh as part of the report.

Television inspection logs to be typed or computer printed, and be acceptable to the engineer. Printed location reports shall clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, record other data of significance, including the location of buildings and house service connections, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale

and corrosion, and other discernible features. Include a voice recording on the DVD that makes brief and informative comments on the sewer conditions.

The measurement of distance to defects is critical in confirming the location of areas to be excavated.

Make color DVD recordings of the data on the television monitor. Provide two copies of each DVD; one for the City of Oshkosh, and one for the engineer.

Speed of recording playback to be the same speed that it was recorded. Establish tabs for the start of each sewer segment. Title to the DVD will remain with the City of Oshkosh. All DVD's and necessary playback equipment to be readily accessible for review by the engineer during the televising process.

Include the following information on the DVD's and computer logs:

A. DVD Data View:

- (1) Report number.
- (2) Date of television inspection.
- (3) Upstream and downstream manhole numbers.
- (4) Current distance along reach.
- (5) Printed labels on the container and DVD, with location information, date, format information and other descriptive information.

B. DVD Audio:

- (1) Date and time of television inspection, operator name and name of adjacent street.
- (2) Verbal confirmation of upstream and downstream manhole numbers and TV direction in relation to direction of flow.
- (3) Verbal description of pipe size, type and pipe joint length.
- (4) Verbal description and location of each service connection and pipe defect.
- (5) Type of weather during inspection.

C. Computerized logs:

- (1) Location of each point of leakage.
- (2) Location of each service connection.
- (3) Location of any damaged sections, nature of damage and location with respect to pipe axis.
- (4) Deflection in alignment or grade of pipe.
- (5) Record of repairs and quantity of sealing material used (if applicable).
- (6) Date, time, municipality, street, basin, manhole section, reference manhole number, name of operator, inspector and weather conditions.
- (7) Pipe diameter, pipe material, section length and corresponding DVD identification.

C.5 Cleaning Requirements

Remove all debris and sediment to assure that the storm sewer can perform as designed.

C.6 Manhole Inspection Reports

Provide digital photographs of each manhole including:

- (1) Casting / frame at ground surface.
- (2) Bench.
- (3) General inside.
- (4) Observed leaks or structural failures.
- (5) Provide copies of digital photos printed out with all photographs of each structure on one each 8½" x 11" sheet.
- (6) Provide a computer CD with all pictures indexed by a structure identification number, which is the same as the structure identification number included in the televising reports.

D Measurement

The department will measure Storm Sewer Televising by the linear foot, acceptably completed. Measure along the centerline of the pipe, from the pipe end at a free outlet to the center of the end catch basin, inlet, manhole, junction or other drainage structure; or from center to center of end catch basins, manholes, inlets, other drainage structures or junctions. The department will not make deductions from these measured lengths for intermediate catch basins, manholes, inlets, or other drainage structures, junctions or fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.16	Televising Storm Sewer	LF

Payment is full compensation for providing all labor and materials necessary to properly perform the work described under this section for the storm sewer pipes installed under this project.

74. Televising Sanitary Sewer, Item SPV.0090.17.

A Description

Inspect and document all sanitary sewer pipes with closed circuit television according to Section 3700 of the City of Oshkosh Specifications, as shown on the plans and hereinafter provided.

B Materials

The camera, television monitor, and other components of the video system shall be capable of producing a quality color picture. The television camera used for the inspection shall be one specifically designed and constructed for such inspection and shall be capable of radial view for inspection of the entire pipe, including lateral connections. The camera shall be mounted on adjustable skids, or self-propelled, and positioned in the center of the pipe. Lighting of the camera shall be supplied by a lamp on the camera and shall be capable of lighting the entire periphery of the pipe. The camera shall be operative in one hundred percent (100%) humidity conditions and shall have a minimum of six hundred and fifty (650) lines of resolution. The view seen on by the televising camera shall be transmitted to a monitor of not less than 17 inches.

C Construction

C.1 Procedures

The intent of closed circuit televising inspection (CCTI) is to observe and record the conditions of the sewer sections being inspected. The location of the laterals will also be documented on the report.

A minimum of one pass with a jet shall be made prior to televising.

The television camera shall be moved through a sewer at a uniform rate, stopping when necessary to ensure proper documentation of the sewer. The television camera shall not be pulled at a speed greater than 30 feet per minute.

During the inspection operation, if the television camera will not pass through the entire sewer section, reset equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, excavate and repair or replace the defective section. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.

If the camera becomes submerged due to a sag in the pipe, a high velocity jet will be utilized to pull water away from the camera lens. If the engineer deems that the sag is not acceptable, excavate and repair or replace the defective section of pipe. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.

If the camera becomes trapped within the sewer, it is the responsibility of the contractor to remove the camera. all costs for removal, including possible excavation and restoration are the responsibility of the contractor.

C.2 Inspection Logs

The logs shall be computer printed. One copy in a PDF format shall be supplied to the city. Television inspection logs must include the following:

- D. Date, time, City, Street, basin, sewer section, reference manhole number, name of operator, inspector, and weather conditions.
- E. Pipe diameter, pipe material, section length, depth of pipe, length between joints, and corresponding video recording identification.
- F. Location of each point of leakage and estimate of flow.
- G. Location of each service connection.
- H. Location of any damaged sections, nature of damage, and location with respect to pipe axis (such as mineral deposits, cracked pipe, sags, etc.)

C.3. Recordings

The purpose of video recording is to supply a visual record and audio record of the condition of sewers. Recording playback shall be done at the same speed that it was recorded. Upon final payment of the work, all video recording shall become the property of the City of Oshkosh, and shall be in a digital format. A complete video and audio recording shall be made of each line televised. Recordings and packages shall be labeled with location information and inspection date. Television inspection reports shall include the following:

- (1) Visual (On screen in corner):
 - a. Report number
 - b. Date of television inspection
 - c. Sewer section and number
 - d. Current distance along reach (Tape counter footage)

(2) Audio:

- a. Date and time of television inspection, operator name, name of overlaying or adjacent street, and manhole numbers.
- b. Verbal confirmation of sewer section and televising direction in relation to the direction of flow.
- c. Verbal description of pipe size, type, and pipe joint length.
- d. Verbal description and location of each service connection and pipe defect
- e. Type of weather during inspection.

D Measurement

The department will measure Televising Sanitary Sewer by the linear foot that is acceptably completed. The measurement equals the distance along the centerline of the pipe, from sanitary manhole to manhole or to the end of the existing sanitary sewer pipe. No deductions from those measured lengths will be made for intermediate fittings. No deductions will be made for sanitary manholes.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.17	Televising Sanitary Sewer	LF

Payment is full compensation for providing all labor and materials necessary to properly perform the work described under this section for the sanitary sewer pipes installed under this project.

75. Sanitary Sewer 8 Inch, Item SPV.0090.20; Sanitary Sewer 10 Inch, Item SPV.0090.21; Sanitary Sewer 12 Inch; Item SPV.0090.22; Sanitary Sewer Laterals 4 Inch or 6 Inch, SPV.0090.23.

A Description

Furnish and install sanitary sewer main and laterals according to the following sections of the City of Oshkosh specifications, as shown on the plans, and hereinafter provided:

- Section 3000 – Sanitary sewer pipe
- Section 3200 – Sanitary sewer laterals
- Section 3700 – Sanitary sewer testing

B Materials

B.1 Applicable Specifications

Provide all sanitary sewer materials that are in conformance with section 3000.2 and 3200.2 of the City of Oshkosh specifications.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the engineer and City of Oshkosh product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

C Construction

C.1 Applicable Specifications

Perform all sanitary sewer system construction in conformance to sections 3000.3 and 3200.3 of the City of Oshkosh specifications.

C.2 Sanitary Sewer Mainline Testing

The unit price for sanitary sewer pipe shall also include alignment, grade, deflection, and deformation testing; water filtration and water exfiltration testing, low pressure air tests and mandrel tests, as per the City of Oshkosh Specifications. Closed circuit television testing is also required and will be measured and paid for separately.

C.3 Maintenance Sanitary Sewer Service

Provide adequate equipment and facilities to provide bypass pumping for all elements of work requiring interruption to flow in the sanitary sewer. The contractor is responsible for damages to private or public property due to sewer backup while controlling sewage flow.

C.4 Determination of Active Sanitary Laterals

Dye test and / or provide the necessary inspections to determine which laterals are active and to be reconnected and relayed. City staff will be available to assist the contractor in making this determination. Existing connections as shown on the plan are indicated from a previous television report and could possibly be either active or inactive.

C.5 Depth of New Sanitary Laterals

The contractor shall make every effort to install the new sanitary lateral at a depth greater than 8-feet below the sidewalk elevation. Connections to the existing lateral are to be made using 45-degree bends. Install the laterals deep enough to avoid conflicts with other utilities and pipes. This can be accomplished by having a riser located at the main connection and another riser located near the connection to the existing lateral near the right-of-way or as directed by the engineer or City of Oshkosh.

C.5 Cleaning

The contractor is responsible to see that sanitary sewer lines are free at all times of dirt, gravel, and debris resulting from construction operations. The City of Oshkosh will notify the contractor of any debris identified, and if the contractor fails to properly clean out the debris, the city will charge the contractor for cleaning any of the manholes and sewer lines on this project during construction and until final acceptance of the improvements. Upon completion of the work, ensure that any debris in the manholes or pipe deposited as a result of this project has been removed prior to leaving the construction site.

C.6 Sanitary Lateral Clay Dams

Clay dams shall be installed at the end of each sanitary lateral according to the construction detail.

D Measurement

The department will measure Sanitary Sewer Pipe (Size) and Sanitary Lateral 4 or 6 Inch by the linear foot approved by the City of Oshkosh, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.20	Sanitary Sewer 8 Inch	LF
SPV.0090.21	Sanitary Sewer 10 Inch	LF
SPV.0090.22	Sanitary Sewer 12 Inch	LF
SPV.0090.23	Sanitary Lateral 4 or 6 Inch	LF

Payment is full compensation for providing all equipment, labor and materials, including couplings, vertical risers, vertical and horizontal bends, and other required fittings to properly connect the new lateral to the existing lateral according to the specifications; for furnishing all dye testing or inspection required to identify active laterals; for furnishing all excavation, except for rock excavation; for forming foundation; for replacing unstable foundation materials; for sheeting, shoring and dewatering; for laying pipe; for making connections to new or existing pipe or fixtures; for backfilling and compacting; for providing and installing clay dams; for providing and compacting stone bedding material and granular backfill; for providing flow control and temporary pumping; for testing; for cleaning out pipes and manholes and for restoring the site of the work.

76. Water Main 4 Inch, Item SPV.0090.30; Water Main 6 Inch, Item SPV.0090.31; Water Main 8 Inch, Item SPV.0090.32; Water Main 12 Inch, Item SPV.0090.33; Water Service 1 Inch Copper, Item SPV.0090.34; Water Service 2 Inch Copper, Item SPV.0090.35.

A Description

Furnish and install water main and appurtenances according to section 4000 of the City of Oshkosh Specifications as shown on the plans and hereinafter provided.

B Materials

B.1 Applicable Specifications

Provide all water system materials that are in conformance to section 4000.2 of the City of Oshkosh Specifications.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the engineer and city water division representatives product literature and catalog cuts of the materials being

supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

C Construction

C.1 Applicable Specifications

Perform all water system construction in conformance with section 4000.3 of the City of Oshkosh Specifications.

C.2 Water Main

The contractor shall be responsible for maintaining the existing water mains during construction. This includes repairing any water main breaks during construction in order to maintain service to the water customers. Maintaining water service to customers shall be considered incidental to the water main items included in the contract.

The City of Oshkosh has water system distribution maps available to the contractor which shows the existing mains, valves and fittings.

Install the water main to a minimum depth of 7 feet as measured from the top of pipe to the future street grade, or to a greater depth as shown on the plans or to such depth, as approved by the City of Oshkosh, to avoid interference with the storm sewer, sanitary sewer, laterals and other underground utilities. Insulate the water main in all areas where the depth of cover from the finished surface to the top of water main pipe is less than 5-feet. Water main insulation will be supplied by the city Water Division and shall be measured and paid for under a separate contract item.

All ductile iron water main and appurtenances shall be wrapped and encased in 8-mil thick polyethylene film meeting the requirements of the City of Oshkosh Specifications. The pipe shall be completely enclosed and all polyethylene joints properly lapped and secured. All joints, taps, valves, tees and other fittings shall be completely wrapped and properly secured with 8 mil polyethylene. Encasing the water main, taps, valves, tees and all other fittings shall be incidental to water main construction.

Provide temporary water service if necessary to ensure that out of service time to residents and businesses is kept to an absolute minimum, in conformance with the City of Oshkosh Specifications. Coordinate water service interruptions with the City of Oshkosh and any impacted water customers a minimum of 48 hours prior to any water service interruptions.

Perform pressure and leakage testing according to the City of Oshkosh Specifications.

C.3 Chlorinating and Dechlorinating Water Mains

Perform chlorinating and dechlorinating water main according to City of Oshkosh specifications.

Perform pressure and leakage testing according to the City of Oshkosh Specifications.

C.4 Water Services

The work shall include all labor and materials to reconstruct and reconnect each existing active water service and install any new services as directed by the engineer or City of Oshkosh at the time of construction. Begin this work only after the bacteriological and hydrostatic tests have been successfully completed and verified by the city Water Division.

The size of existing water services is based upon information contained in the city records. If a different water service pipe size is encountered from that noted on the plans, notify the engineer and the city Water Division. The minimum water service size is 1-inch. All water service pipe that has a diameter greater than 1-inch and less than or equal to 2-inch nominal diameter shall be measured and paid for under the bid item for 2-inch water service.

The connection from the new service to the existing service shall, in all cases be located behind the new curb and gutter. The curb stops shall be located near the front of the new sidewalk with the pigtail connection located at or near the right-of-way.

Construct clay dams at the point of connection to existing services as shown in the plan and as directed the city Water Division. representative in the field. Provide suitable clay soils as approved by the engineer.

C.5 Electrical Conductivity Test for Ductile Iron Pipe

Perform electrical conductivity test to verify continuity between pipe lengths and across joints of pipe and fittings. Perform testing according to the City of Oshkosh Specifications.

D Measurement

The department will measure Water Main (Size) and Water Service (Size) Copper by the linear foot approved by the City of Oshkosh, and 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.0090.30	Water Main 4 Inch	LF
SPV.0090.31	Water Main 6 Inch	LF
SPV.0090.32	Water Main 8 Inch	LF
SPV.0090.33	Water Main 12 Inch	LF
SPV.0090.34	Water Service 1 Inch Copper	LF
SPV.0090.35	Water Service 2 Inch Copper	LF

Payment for Water Main (Size) is full compensation for providing all equipment, labor and materials, including miscellaneous items for installing a complete working water system, for furnishing all excavation, except for rock excavation; for forming foundation; for replacing unstable foundation materials; for sheeting, shoring and dewatering; for making connections to new or existing pipe or fixtures; for providing and compacting stone bedding material and granular backfill; for furnishing and installing clay dams; for cleaning out pipes

and fittings; for electrical conductivity testing; for providing temporary water service if necessary; for testing and disinfecting and for restoring the site of the work.

Payment for Water Service (Size) Copper is full compensation for furnishing all work and materials, including miscellaneous fittings to properly connect to the new service to the existing service according to the city specifications; for removing existing service pipes, services and fixtures that are no longer active and for furnishing and installing clay dams at the point of connection to existing services. Also, if a service is installed for a future connection that does not connect to an existing service, this work shall also include any fittings required to properly cap or plug the end of the service.

77. Salvage and Reset Fence, Item SPV.0090.40.

A Description

This special provision describes salvaging, storing, and reinstalling existing fences as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove, salvage and reinstall existing fence at the locations shown on the plans in such a manner that prevents damaging the fence materials.

If the contractor damages existing fencing through their own operations, the contractor shall replace them at no expense to the department.

D Measurement

The department will measure Salvage and Reset Fence by the linear foot of fence reinstalled, 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.0090.40	Salvage and Reset Fence	LF

Payment is full compensation for furnishing all labor, tools, materials and incidentals; for removing, storing, and reinstalling the fence materials.

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

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

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

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

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

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

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

A Description

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

B Materials

Furnish the following fiber optic interconnect cable:

6 strand, single mode, single jacket, dielectric, loose tube SMF6E, dry/gel

C Construction

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

D Measurement

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

E Payment

Supplement standard spec 655.5 to include the following:

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

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

Payment for Fiber Optic Interconnect Cable is full compensation for providing all materials including cable; for installing the cable in conduit; for making all connections; and for testing the installed cable.

81. Remove and Salvage Traffic Signals New York Avenue, Item SPV.0105.01; Remove and Salvage Traffic Signals Murdock Avenue, Item SPV.00105.02.

A Description

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

B (Vacant)

C Construction

Inventory the quantity and condition of the control cabinet, controller, traffic signals, lighting equipment, and pull box frames and covers prior to removal. Provide the engineer and the City of Oshkosh Public Works Department with a copy of the inventory prior to removal. Contact Dan Kussmann at (920) 379-1127.

Notify the city's Public Works Department at least three working days prior to the desired starting date for the removal of the traffic signals. The city's electrical unit will arrange for de-energizing the signals with the local electrical utility. The city's electrical unit will verify that the traffic signals have been de-energized and will then notify the engineer. Contact Dan Kussmann at (920) 379-1127.

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

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

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

Notify the city's electrical department at least three working days prior, to make arrangements for delivering the salvaged traffic signals to the city's storage facility located at 639 Witzel Avenue. No deliveries shall be made on Fridays. Contact Dan Kussmann at (920) 379-1127. Load, transport and unload the salvaged materials from the construction site to the designated location at the city's facility.

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

D Measurement

The department will measure Remove and Salvage Traffic Signals (New York Avenue and Murdock Avenue), as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Remove and Salvage Traffic Signals New York Avenue	LS
SPV.0105.02	Remove and Salvage Traffic Signals Murdock Avenue	LS

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

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

82. Concrete Pavement Joint Layout, Item SPV.0105.03.

A Description

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of all joints in the field.

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

83. Locate and Replace Existing Property Monuments, Item SPV.0105.04.

A Description

This special provision describes locating existing property monuments prior to ground disturbing activities within the construction limits of N. Main Street and connecting sideroads and replacing existing property monuments that are determined to be lost or disturbed by construction, as directed by the engineer, and as hereinafter provided.

This provision does not relinquish the contractor of his responsibility under standard spec 107.11.

B Materials

Provide replacement property monuments that are one-inch inside diameter by 24-inch long iron pipe or ¾-inch diameter iron rod or rebar that are 24 inches long in locations outside of pavement areas, a Berntsen Steel Nail Marker for placement in asphalt pavement, or a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete surface areas.

C Construction

Prior to ground disturbing construction activity, research, locate and document the adjacent property monuments located within the slope intercepts, permanent easement and temporary easement areas. Tie the located property monuments in with coordinates accurate to 1:3000 and tied to at least two adjacent section corners that will not be disturbed by any project.

Prepare a property monument location map showing the type of monuments originally found with their coordinates. A legible tax map or right-of-way plat is acceptable as a base map for the property monument location map. Provide a copy of the property monument location map to the engineer within 14 days of locating the existing property monuments.

All work under this item is to be performed by, or under the direction of, a land surveyor registered in the State of Wisconsin.

After ground disturbing construction is completed, property monument locations will be verified. Replace or reset as necessary, any property monuments that are lost or disturbed.

D Measurement

The department will measure Locate and Replace Existing Property Monuments as a single lump sum unit of work, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Locate and Replace Existing Property Monuments	LS

Payment is full compensation for furnishing all research, field survey, locating, and recording of field data necessary to locate and determine coordinates for existing property monuments within the construction limits prior to construction; for replacing or resetting, as necessary, property monuments that are lost or disturbed from their original location; for furnishing property monuments; for furnishing a registered land surveyor; and for preparing, annotating and delivering the property monument location map to the engineer.

84. Construction Staking Miscellaneous City Utilities, Item SPV.0105.05.

A Description

Perform construction staking as required for all City of Oshkosh sanitary sewer system, water system items, and storm sewer laterals.

B (Vacant)

C Construction

Perform the work according to standard spec 650, and as specified below.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations for the construction of water main including all fittings, valves and appurtenances; water services, hydrants, sanitary sewer, sanitary laterals, and sanitary manholes. Locate stakes to within 0.02 feet horizontally and establish the elevations to within 0.02 feet vertically. Determine that the proposed elevations shown on the plan at match points to existing city utilities match field conditions and provide this information to the engineer before ordering manholes.

D Measurement

The department will measure Construction Staking Miscellaneous City Utilities as a single lump sum unit for combined work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Construction Staking Miscellaneous City Utilities	LS

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

The department will not make final payment for any staking item until the contractor submits all survey notes used to establish the required lines and grades to the engineer within 21 days of completing this work. The department will deduct from payments due the contractor for the additional costs specified in standard spec. 105.6.

85. Abandon Vault, Item SPV.0105.10.

A Description

Remove vault walls and roof as necessary for utility, traffic signal and lighting related items, sidewalk, curb and gutter, pavement, and sidewalk construction. For placing insulation and sheet membrane water proofing, coring or fracturing existing floor, and backfilling as shown on the plans and as hereinafter provided.

B Materials

Furnish and use granular backfill that meets the requirements of standard spec 209.

Furnish and use sheet membrane waterproofing that meets the requirements of standard spec 516.

Furnish and use 1½-inch extruded polystyrene board insulation.

C Construction

Remove the walls and roof of the abandoned vault to a minimum depth of 3 feet below finish grade or as necessary for proposed construction, and backfill any area removed as directed by the engineer. The engineer will verify the limits of removal needed to accommodate utilities, traffic signal and lighting related items, sidewalk, curb and gutter, and pavement. Any saw cuts or other necessary work in the removal is included in the bid item. Depth will be measured from the top of existing sidewalk adjacent to building. Core or fracture vault the floor to allow drainage.

Place insulation over the opening and secure with engineer-approved adhesive, and apply sheet membrane waterproofing according to standard spec 516.

Remove all material from the right-of-way and properly dispose of it.

D Measurement

The department will measure Abandon Vault as a single lump sum unit for work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.10	Abandon Vault	LS

Payment is full compensation for removing abandoned vault walls and roof; furnishing and placing granular backfill; saw-cutting as necessary; properly disposing of materials; and for furnishing and installing sheet membrane waterproofing and insulation, backfilling.

86. Water for Seeded Areas, Item SPV.0120.01.**A Description**

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

B Materials

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

C Construction

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30 day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of 1-inch of rainfall per week shall be considered the minimum. The department will not charge contract time during the watering period unless other contract operations are in progress during the same period.

D Measurement

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

E Payment

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

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

Payment is full compensation for furnishing, hauling, and applying the water.

87. Salvage and Reset Brick Pavers, Item SPV.0165.01.

A Description

This special provision describes salvaging, storing, and relaying existing brick paver bricks as shown on the plans and as hereinafter provided.

B Materials

Provide crushed limestone screenings with 100% passing the 3/8-inch sieve or fine granular material appropriate for paver brick placement applications as approved by the engineer. Provide polymeric sand for filling the joints between pavers.

C Construction

Remove, salvage and reinstall existing brick pavers in such a manner that prevents damaging the brick pavers.

If the contractor damages existing brick pavers through their own operations, the contractor shall replace them at no expense to the department.

Prior to relaying brick pavers, compact and level a bed of crushed limestone screening or other engineer approved base material to a minimum depth of 6-inches. Relay the brick pavers in a regular pattern to match the pattern of the existing bricks. Do not exceed a brick jointing of 1/8-inch.

Vibrate the relayed bricks to their final level and elevation with a vibrating plate compactor. Brush polymeric sand over the surface and vibrate into the joints with additional passes of the plate vibrator so as to completely fill the joints. Vibrate the relayed bricks to the point of no further settlement or movement.

D Measurement

The department will measure Salvage and Reset Brick Pavers by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Salvage and Reset Brick Pavers	SF

Payment is full compensation for furnishing all labor, tools, materials and incidentals; for removing, storing, and relaying the brick pavers; for preparation of the foundation and laying the bed; for cutting the brick pavers if necessary; and for disposing of any unused brick pavers.

88. Salvage and Reset Landscaping, Item SPV.0165.02.

A Description

This special provision describes salvaging, storing and resetting existing landscaping materials including concrete block, brick pavers, landscaping stone, bark mulch, underlying fabric, bushes, shrubs, flowers, edging and timber/wood as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove, salvage and reinstall existing landscaping at the locations shown on the plans in such a manner that prevents damaging the landscaping materials.

If the contractor damages existing landscaping items through their own operations, the contractor shall replace them at no expense to the department.

D Measurement

The department will measure Salvage and Reset Landscaping by the square foot of landscaping reinstalled, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Salvage and Reset Landscaping	SF

Payment is full compensation for furnishing all labor, tools, materials and incidentals; for removing, storing, and resetting landscaping material; for preparation of the foundation and laying the bed; and for disposing of any unused landscaping materials.

89. Sealing Concrete Pavement Joints, Item SPV.0180.01.

A Description

This special provision describes sealing all joints in concrete pavement according to standard spec 415 and as hereinafter provided.

B Materials

Supplement standard spec 415.2 as follows:

415.2.8 Joint Sealers. Concrete joint sealers shall conform to the specification requirements for the type of sealer specified.

Sealants shall comply with the requirements of ASTM D3406 Joint Sealant, Hot-Applied, Elastomeric-Type, for Portland Cement Concrete Pavements.

A Certificate of Compliance shall be furnished to the engineer before application.

415.2.8.1 Hot-Poured Elastic Type. This material shall conform to the requirements of the Specification for Joint Sealants, Hot-Poured, for Concrete and Asphalt pavements, ASTM Designation: D 3405.

C Construction

Supplement standard spec 415.3 as follows:

415.3.11.7(6) Saw all joints as detailed in the plans.

415.3.11.7(7) Sealing Joints. General. All joints in concrete pavement shall be sealed with a hot-poured sealer conforming to standard spec 415.2.8.

The operation of sawing and sealing shall be performed as soon as practicable upon elapse of the curing period and in any event prior to the time traffic of any kind, including construction traffic, uses the pavement.

Joints shall not be sealed until they have been inspected and approved by the engineer.

Should any spalling of the sawed edges occur that would in the judgment of the engineer detrimentally affect the joint-sealing ability, such spalled areas shall be patched with an approved epoxy which shall be allowed to harden prior to installation of the joint seal. Each patch shall be true to the intended neat lines of the finished cut joint.

Application of the joint sealer shall be made when the joint surfaces are clean and dry.

Joints shall be cleaned and dried to accept the sealing material according to the manufacturer's recommendations.

All longitudinal and transverse concrete pavement joints, including the joint between the pavement and the curb and gutter and any joints in the curb and gutter shall be sealed. The sealant shall be tooled flush with or recessed up to a maximum of 1/16" ± 1/64" below the concrete surface. Overbonding will not be allowed. Material remaining on the surface of the pavement shall be removed without damaging the sealant in the joint.

41.5.3.11.7(8) Seal all joints prior to opening the concrete pavement to construction traffic.

D Measurement

The department will measure Sealing Concrete Pavement Joints by the square yard of pavement sealed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Sealing Concrete Pavement Joints	SY

Payment is full compensation for sawing as required; for sealant; and for cleaning and sealing joints.

90. Install City Furnished Insulation Board Polystyrene, Item SPV.0180.02.

A Description

This special provision describes installing city furnished polystyrene insulation board according to section 4000 of the City of Oshkosh specifications as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Conform to section 4000.3 of the city specifications. Contractor to install insulation over all new/existing water main and services at locations where there is less than 1 foot of clearance at pipe crossings. The City of Oshkosh will supply all insulation. Insulation can be obtained from the city Water Department at 757 West 3rd Avenue. Notify the Water Department a minimum of 3 working days prior to beginning water main installation. Contact Bill Genz at (920)-232-5330.

D Measurement

The department will measure Install City Furnished Insulation Board Polystyrene by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Install City Furnished Insulation Board Polystyrene	SY

Payment is full compensation for furnishing all excavation; and for picking up the insulation from the Water Department, delivering to the insulation to the project, and placing the insulation board.

91. Sanitary Sewer Manholes Standard, Item SPV.0200.01; Sanitary Sewer Outside Drop, Item SPV.0200.02.

A Description

Furnish and install sanitary sewer manholes standard and sanitary sewer outside drops as shown on the plans according to sections 3000, 3100, and 3700 of the City of Oshkosh specifications and as hereinafter provided.

Section 3000 – Sanitary sewer outside drop

Section 3100 – Sanitary sewer manholes

Section 3700 – Sanitary sewer testing

B Materials

B.1 Applicable Specifications

Provide sanitary sewer materials that are in conformance with sections 3000.2 and 3100.2 of the City of Oshkosh Specifications.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the engineer and City of Oshkosh sewer system representatives product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

C Construction

C.1 Applicable Specifications

Perform all sewer system construction in conformance with sections 300.3 and 3100.3 of the City of Oshkosh specifications.

C.2 Maintenance of Sanitary Sewer Service

Provide adequate equipment and facilities to provide bypass pumping for all elements of work requiring interruption to flow in the sanitary sewer. The contractor is responsible for damages to private or public property due to sewer backup while controlling sewage flow.

C.3 Cleaning

The contractor is responsible to see that sanitary sewer lines are free at all times of dirt, gravel, and debris resulting from construction operations. The City of Oshkosh will notify

the contractor of any debris identified, and if the contractor fails to properly clean out the debris, the city will charge the contractor for cleaning any of the manholes and sewer lines on this project during construction and until final acceptance of the improvements. Upon completion of the work, ensure that any debris in the manholes or pipe deposited as a result of this project has been removed prior to leaving the construction site.

D Measurement

The department will measure Sanitary Sewer Manholes Standard and Sanitary Sewer Outside Drop by the vertical foot, acceptably completed, and approved by the City of Oshkosh. Manholes shall be measured from the flow line or invert of the outflowing pipe to the top of structure (finished rim minus 1.25 feet). Sanitary sewer outside drop shall be measured from the flow line of the upper sanitary pipe to the flow line of the lower sanitary pipe. No deductions will be made for any fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	Sanitary Sewer Manholes Standard	VF
SPV.0200.02	Sanitary Sewer Outside Drop	VF

Payment is full compensation for providing all labor, tools, materials and incidentals, including precast concrete manhole sections, base, cone, adjustment rings, steps, waterstop seals, couplings and other required fittings; for outside manhole drop connections, pipe and concrete encasement; for maintaining sanitary sewer service; for connections to existing pipe; for furnishing all excavating except for rock excavation; for forming foundation; for replacing unstable material in the trench bottom; for sheeting, shoring and dewatering; for providing, placing and compacting granular backfill material including stone bedding material; for removing sheeting and shoring and for restoring the site of the 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 6 (number) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they

have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main> Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

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

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

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

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

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.

**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
WINNEBAGO COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2015

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	29.00	16.97	45.97
Future Increase(s): Add \$.75/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.			
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.44	16.55	55.99
Painter	28.00	11.15	39.15
Pavement Marking Operator	23.37	23.30	46.67
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.			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Roofer or Waterproofer	19.00	7.55	26.55
Teledata Technician or Installer	22.25	16.34	38.59
Tuckpointer, Caulker or Cleaner	30.85	17.61	48.46
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.98	46.58
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

TRUCK DRIVERS

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	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	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.			
Pavement Marking Vehicle	33.22	14.12	47.34
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	28.80	0.00	28.80
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Flagperson or Traffic Control Person	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.00	1.86	19.86
Railroad Track Laborer	17.00	2.85	19.85

HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).	37.72	21.15	58.87
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.22	21.15	58.37
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor);	36.72	21.15	57.87

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.72	21.15	57.87
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	26.78	12.75
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	29.27	23.96
Cement Mason/Concrete Finisher	34.16	16.38
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
Painters	23.74	11.72
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:
20160308021PROJECT(S):
4994-01-15FEDERAL ID(S):
WISC 2016063

CONTRACTOR : _____

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

SECTION 0001 Roadway Items

0010	201.0220 Grubbing	421.000				
		ID	.		.	
0020	204.0100 Removing Pavement **p**	2,877.000				
		SY	.		.	
0030	204.0150 Removing Curb & Gutter **p**	5,600.000				
		LF	.		.	
0040	204.0155 Removing Concrete Sidewalk **p**	3,334.000				
		SY	.		.	
0050	204.0195 Removing Concrete Bases	10.000				
		EACH	.		.	
0060	204.0210 Removing Manholes	15.000				
		EACH	.		.	
0070	204.0220 Removing Inlets	27.000				
		EACH	.		.	
0080	204.0245 Removing Storm Sewer (size) 01. Less than 12-Inch	798.000				
		LF	.		.	
0090	204.0245 Removing Storm Sewer (size) 02. 12-Inch to 24-Inch	1,096.000				
		LF	.		.	
0100	204.0245 Removing Storm Sewer (size) 03. Greater than 24-Inch	150.000				
		LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160308021PROJECT(S):
4994-01-15FEDERAL ID(S):
WISC 2016063

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	205.0100 Excavation Common	10,780.000 CY	.		.	
0120	213.0100 Finishing Roadway (project) 01. 4994-01-15	1.000 EACH	.		.	
0130	305.0110 Base Aggregate Dense 3/4-Inch	436.000 TON	.		.	
0140	305.0120 Base Aggregate Dense 1 1/4-Inch	6,614.000 TON	.		.	
0150	311.0110 Breaker Run	3,000.000 TON	.		.	
0160	415.0080 Concrete Pavement 8-Inch	10,098.000 SY	.		.	
0170	415.0210 Concrete Pavement Gaps	3.000 EACH	.		.	
0180	415.1080 Concrete Pavement HES 8-Inch	300.000 SY	.		.	
0190	415.1090 Concrete Pavement HES 9-Inch	1,950.000 SY	.		.	
0200	416.0160 Concrete Driveway 6-Inch	1,649.000 SY	.		.	
0210	416.0610 Drilled Tie Bars	160.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

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WISC 2016063

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	416.0620 Drilled Dowel Bars	80.000 EACH	.		.	
0230	440.4410 Incentive IRI Ride	2,000.000 DOL	1.00000		2000.00	
0240	455.0605 Tack Coat	43.000 GAL	.		.	
0250	465.0105 Asphaltic Surface	207.000 TON	.		.	
0260	465.0120 Asphaltic Surface Driveways and Field Entrances	25.800 TON	.		.	
0270	520.8000 Concrete Collars for Pipe	9.000 EACH	.		.	
0280	601.0342 Concrete Curb & Gutter Integral 18-Inch	5,069.000 LF	.		.	
0290	601.0409 Concrete Curb & Gutter 30-Inch Type A	156.000 LF	.		.	
0300	601.0411 Concrete Curb & Gutter 30-Inch Type D	234.000 LF	.		.	
0310	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	20.000 LF	.		.	
0320	601.0600 Concrete Curb Pedestrian	227.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160308021PROJECT(S):
4994-01-15FEDERAL ID(S):
WISC 2016063

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	602.0405 Concrete Sidewalk 4-Inch	20,683.000 SF	.		.	
0340	602.0415 Concrete Sidewalk 6-Inch	2,435.000 SF	.		.	
0350	602.0515 Curb Ramp Detectable Warning Field Natural Patina	352.000 SF	.		.	
0360	602.1500 Concrete Steps	863.000 SF	.		.	
0370	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	801.000 LF	.		.	
0380	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	93.000 LF	.		.	
0390	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	226.000 LF	.		.	
0400	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,244.000 LF	.		.	
0410	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	328.000 LF	.		.	
0420	610.0419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	967.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160308021PROJECT(S):
4994-01-15FEDERAL ID(S):
WISC 2016063

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	610.0424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	223.000 LF	.		.	
0440	611.0624 Inlet Covers Type H	14.000 EACH	.		.	
0450	611.0639 Inlet Covers Type H-S	34.000 EACH	.		.	
0460	611.2004 Manholes 4-FT Diameter	19.000 EACH	.		.	
0470	611.2005 Manholes 5-FT Diameter	8.000 EACH	.		.	
0480	611.2006 Manholes 6-FT Diameter	3.000 EACH	.		.	
0490	611.2008 Manholes 8-FT Diameter	2.000 EACH	.		.	
0500	612.0106 Pipe Underdrain 6-Inch	130.000 LF	.		.	
0510	619.1000 Mobilization	1.000 EACH	.		.	
0520	620.0300 Concrete Median Sloped Nose	51.000 SF	.		.	
0530	623.0200 Dust Control Surface Treatment	25,000.000 SY	.		.	

SCHEDULE OF ITEMS

REVISED:

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WISC 2016063

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	624.0100 Water	40.000 MGAL	.		.	
0550	625.0100 Topsoil	5,587.000 SY	.		.	
0560	628.1504 Silt Fence	250.000 LF	.		.	
0570	628.1520 Silt Fence Maintenance	500.000 LF	.		.	
0580	628.1905 Mobilizations Erosion Control	6.000 EACH	.		.	
0590	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	.		.	
0600	628.2008 Erosion Mat Urban Class I Type B	5,587.000 SY	.		.	
0610	628.7005 Inlet Protection Type A	53.000 EACH	.		.	
0620	628.7010 Inlet Protection Type B	5.000 EACH	.		.	
0630	628.7015 Inlet Protection Type C	67.000 EACH	.		.	
0640	628.7020 Inlet Protection Type D	23.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160308021PROJECT(S):
4994-01-15FEDERAL ID(S):
WISC 2016063

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0650	628.7560 Tracking Pads	3.000 EACH	.		.	
0660	628.7570 Rock Bags	250.000 EACH	.		.	
0670	629.0210 Fertilizer Type B	35.000 CWT	.		.	
0680	630.0140 Seeding Mixture No. 40	201.000 LB	.		.	
0690	632.0101 Trees (species) (size) (root) 01. Maple Autumn Blaze B&B 2" CAL	29.000 EACH	.		.	
0700	632.0101 Trees (species) (size) (root) 02. Japanese Tree Lilac B&B 2" CAL	42.000 EACH	.		.	
0710	632.0101 Trees (species) (size) (root) 03. Hackleberry B&B 2" CAL	9.000 EACH	.		.	
0720	632.9101 Landscape Planting Surveillance and Care Cycles	18.000 EACH	.		.	
0730	637.2210 Signs Type II Reflective H	164.000 SF	.		.	
0740	637.2230 Signs Type II Reflective F	48.000 SF	.		.	
0750	638.2602 Removing Signs Type II	42.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0760	638.3000 Removing Small Sign Supports	20.000 EACH	.		.	
0770	642.5401 Field Office Type D	1.000 EACH	.		.	
0780	643.0100 Traffic Control (project) 01. 4994-01-15	1.000 EACH	.		.	
0790	643.0300 Traffic Control Drums	12,920.000 DAY	.		.	
0800	643.0420 Traffic Control Barricades Type III	6,992.000 DAY	.		.	
0810	643.0705 Traffic Control Warning Lights Type A	15,808.000 DAY	.		.	
0820	643.0900 Traffic Control Signs	12,464.000 DAY	.		.	
0830	643.0920 Traffic Control Covering Signs Type II	10.000 EACH	.		.	
0840	643.2000 Traffic Control Detour (project) 01. 4994-01-14	1.000 EACH	.		.	
0850	643.3000 Traffic Control Detour Signs	9,272.000 DAY	.		.	
0860	644.1410.S Temporary Pedestrian Surface Asphalt	4,650.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0870	644.1601.S Temporary Curb Ramp	24.000 EACH	.		.	
0880	644.1616.S Temporary Pedestrian Safety Fence	2,310.000 LF	.		.	
0890	645.0140 Geotextile Fabric Type SAS	4,000.000 SY	.		.	
0900	646.0106 Pavement Marking Epoxy 4-Inch	9,319.000 LF	.		.	
0910	646.0126 Pavement Marking Epoxy 8-Inch	161.000 LF	.		.	
0920	647.0166 Pavement Marking Arrows Epoxy Type 2	3.000 EACH	.		.	
0930	647.0206 Pavement Marking Arrows Bike Lane Epoxy	20.000 EACH	.		.	
0940	647.0306 Pavement Marking Symbols Bike Lane Epoxy	20.000 EACH	.		.	
0950	647.0356 Pavement Marking Words Epoxy	2.000 EACH	.		.	
0960	647.0406 Pavement Marking Words Bike Lane Epoxy	6.000 EACH	.		.	
0970	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	234.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0980	647.0606 Pavement Marking Island Nose Epoxy	1.000 EACH	.		.	
0990	647.0656 Pavement Marking Parking Stall Epoxy	14.000 LF	.		.	
1000	647.0776 Pavement Marking Crosswalk Epoxy 12-Inch	821.000 LF	.		.	
1010	650.4000 Construction Staking Storm Sewer	82.000 EACH	.		.	
1020	650.4500 Construction Staking Subgrade	3,726.000 LF	.		.	
1030	650.5000 Construction Staking Base	248.000 LF	.		.	
1040	650.5500 Construction Staking Curb Gutter and Curb & Gutter	236.000 LF	.		.	
1050	650.7000 Construction Staking Concrete Pavement	3,344.000 LF	.		.	
1060	650.8500 Construction Staking Electrical Installations (project) 01. 4994-01-15	LUMP	LUMP		.	
1070	650.9910 Construction Staking Supplemental Control (project) 01. 4994-01-15	LUMP	LUMP		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1080	650.9920 Construction Staking Slope Stakes	3,726.000 LF	.		.	
1090	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,877.000 LF	.		.	
1100	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,344.000 LF	.		.	
1110	652.0800 Conduit Loop Detector	932.000 LF	.		.	
1120	653.0105 Pull Boxes Steel 12x24-Inch	6.000 EACH	.		.	
1130	653.0140 Pull Boxes Steel 24x42-Inch	33.000 EACH	.		.	
1140	653.0145 Pull Boxes Steel 24x48-Inch	1.000 EACH	.		.	
1150	654.0101 Concrete Bases Type 1	7.000 EACH	.		.	
1160	654.0102 Concrete Bases Type 2	1.000 EACH	.		.	
1170	654.0105 Concrete Bases Type 5	31.000 EACH	.		.	
1180	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1190	655.0230 Cable Traffic Signal 5-14 AWG	601.000 LF	.		.	
1200	655.0240 Cable Traffic Signal 7-14 AWG	198.000 LF	.		.	
1210	655.0260 Cable Traffic Signal 12-14 AWG	840.000 LF	.		.	
1220	655.0280 Cable Traffic Signal 19-14 AWG	429.000 LF	.		.	
1230	655.0305 Cable Type UF 2-12 AWG Grounded	435.000 LF	.		.	
1240	655.0515 Electrical Wire Traffic Signals 10 AWG	1,320.000 LF	.		.	
1250	655.0610 Electrical Wire Lighting 12 AWG	2,430.000 LF	.		.	
1260	655.0620 Electrical Wire Lighting 8 AWG	5,503.000 LF	.		.	
1270	655.0630 Electrical Wire Lighting 4 AWG	11,006.000 LF	.		.	
1280	655.0700 Loop Detector Lead In Cable	2,141.000 LF	.		.	
1290	655.0800 Loop Detector Wire	3,032.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1300	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. New York	LUMP	LUMP			.
1310	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. Murdock	LUMP	LUMP			.
1320	657.0100 Pedestal Bases	7.000 EACH	.		.	.
1330	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	1.000 EACH	.		.	.
1340	657.0315 Poles Type 4	1.000 EACH	.		.	.
1350	657.0425 Traffic Signal Standards Aluminum 15-FT	5.000 EACH	.		.	.
1360	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH	.		.	.
1370	657.0635 Luminaire Arms Single Member 6-Inch Clamp 10-FT	2.000 EACH	.		.	.
1380	657.0640 Luminaire Arms Single Member 6-Inch Clamp 15-FT	2.000 EACH	.		.	.
1390	658.0110 Traffic Signal Face 3-12 Inch Vertical	18.000 EACH	.		.	.

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			DOLLARS	CTS	DOLLARS	CTS
1400	658.0115 Traffic Signal Face 4-12 Inch Vertical	8.000 EACH	.		.	
1410	658.0215 Backplates Signal Face 3 Section 12-Inch	18.000 EACH	.		.	
1420	658.0220 Backplates Signal Face 4 Section 12-Inch	8.000 EACH	.		.	
1430	658.0416 Pedestrian Signal Face 16-Inch	11.000 EACH	.		.	
1440	658.0500 Pedestrian Push Buttons	11.000 EACH	.		.	
1450	658.0600 Led Modules 12-Inch Red Ball	18.000 EACH	.		.	
1460	658.0605 Led Modules 12-Inch Yellow Ball	18.000 EACH	.		.	
1470	658.0610 Led Modules 12-Inch Green Ball	18.000 EACH	.		.	
1480	658.0615 Led Modules 12-Inch Red Arrow	8.000 EACH	.		.	
1490	658.0620 Led Modules 12-Inch Yellow Arrow	16.000 EACH	.		.	
1500	658.0625 Led Modules 12-Inch Green Arrow	8.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1510	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	11.000 EACH	.		.	
1520	658.5069 Signal Mounting Hardware (location) 01. New York	LUMP	LUMP		.	
1530	658.5069 Signal Mounting Hardware (location) 02. Murdock	LUMP	LUMP		.	
1540	659.1115 Luminaires Utility LED A	4.000 EACH	.		.	
1550	690.0150 Sawing Asphalt	304.000 LF	.		.	
1560	690.0250 Sawing Concrete	1,463.000 LF	.		.	
1570	715.0415 Incentive Strength Concrete Pavement	6,030.000 DOL	1.00000		6030.00	
1580	999.1000.S Seismograph	LUMP	LUMP		.	
1590	999.1500.S Crack and Damage Survey	LUMP	LUMP		.	
1600	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000		12000.00	
1610	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	2,100.000 HRS	5.00000		10500.00	

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			DOLLARS	CTS	DOLLARS	CTS
1620	SPV.0035 Special 05. Sanitary Sewer Rock Excavation	1,100.000 CY	.		.	
1630	SPV.0060 Special 04. Exposing Existing Utility	1.000 EACH	.		.	
1640	SPV.0060 Special 05. Catch Basins 2 x 3 Ft. Special	46.000 EACH	.		.	
1650	SPV.0060 Special 06. Storm Sewer Lateral Inlet	81.000 EACH	.		.	
1660	SPV.0060 Special 08. Storm Sewer Manhole Cover Type J Special	31.000 EACH	.		.	
1670	SPV.0060 Special 10. Box Manhole 4.5' x 9'	2.000 EACH	.		.	
1680	SPV.0060 Special 12. Sign Post 14-Ft. Black	27.000 EACH	.		.	
1690	SPV.0060 Special 13. Sign Post 16-Ft. Black	4.000 EACH	.		.	
1700	SPV.0060 Special 14. V-Loc Sign Support	31.000 EACH	.		.	
1710	SPV.0060 Special 16. Traffic Signal Controller and Cabinet	2.000 EACH	.		.	
1720	SPV.0060 Special 18. Lighting Assembly Post Top	31.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1730	SPV.0060 Special 19. Removing Sanitary Manholes	18.000 EACH	.		.	
1740	SPV.0060 Special 20. Sanitary Manhole Cover Type J Special	18.000 EACH	.		.	
1750	SPV.0060 Special 21. Marker Ball	356.000 EACH	.		.	
1760	SPV.0060 Special 23. External Chimney Seal	18.000 EACH	.		.	
1770	SPV.0060 Special 25. Remove Hydrants	6.000 EACH	.		.	
1780	SPV.0060 Special 26. Remove Water Valves	21.000 EACH	.		.	
1790	SPV.0060 Special 27. Adjusting Water Valve Boxes	4.000 EACH	.		.	
1800	SPV.0060 Special 30. Connect Water Main to Existing Pipe	11.000 EACH	.		.	
1810	SPV.0060 Special 31. Standard Sanitary Pipe Connection	9.000 EACH	.		.	
1820	SPV.0060 Special 32. Special Concrete Collar Sanitary Pipe Connection	3.000 EACH	.		.	
1830	SPV.0060 Special 33. Connect To Existing Storm Sewer Lateral	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1840	SPV.0060 Special 35. Salvage And Reset Boulder	3.000 EACH	.		.	
1850	SPV.0060 Special 40. Water Main 4" 45 Degree Bend	2.000 EACH	.		.	
1860	SPV.0060 Special 41. Water Main 6" 45 Degree Bend	9.000 EACH	.		.	
1870	SPV.0060 Special 42. Water Main 8" 22.5 Degree Bend	5.000 EACH	.		.	
1880	SPV.0060 Special 43. Water Main 8" 45 Degree Bend	1.000 EACH	.		.	
1890	SPV.0060 Special 44. Water Main 12" 22.5 Degree Bend	5.000 EACH	.		.	
1900	SPV.0060 Special 45. Water Main 12" 45 Degree Bend	4.000 EACH	.		.	
1910	SPV.0060 Special 46. Water Main Cross 8" x 8"	2.000 EACH	.		.	
1920	SPV.0060 Special 47. Water Main Cross 12" x 8"	1.000 EACH	.		.	
1930	SPV.0060 Special 48. Water Main Reducer 8" x 4"	1.000 EACH	.		.	
1940	SPV.0060 Special 49. Water Main Reducer 8" x 6"	5.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1950	SPV.0060 Special 50. Water Main Tee 8" x 4"	1.000 EACH	.		.	
1960	SPV.0060 Special 51. Water Main Tee 8" x 6"	6.000 EACH	.		.	
1970	SPV.0060 Special 52. Water Main Tee 8" x 8"	2.000 EACH	.		.	
1980	SPV.0060 Special 53. Water Valve and Box 4"	2.000 EACH	.		.	
1990	SPV.0060 Special 54. Water Valve and Box 6"	7.000 EACH	.		.	
2000	SPV.0060 Special 55. Water Valve and Box 8"	15.000 EACH	.		.	
2010	SPV.0060 Special 56. Water Valve and Box 12"	2.000 EACH	.		.	
2020	SPV.0060 Special 57. Fire Hydrant	6.000 EACH	.		.	
2030	SPV.0060 Special 59. 1" Corporation, Curb Stop and Box (Set)	80.000 EACH	.		.	
2040	SPV.0060 Special 60. 2" Corporation, Curb Stop and Box (Set)	1.000 EACH	.		.	
2050	SPV.0060 Special 65. Fluorocarbon Gasket 6-Inch	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2060	SPV.0060 Special 66. Fluorocarbon Gasket 8-Inch	8.000 EACH	.		.	
2070	SPV.0060 Special 70. Poles Type 9	2.000 EACH	.		.	
2080	SPV.0060 Special 71. Poles Type 10	2.000 EACH	.		.	
2090	SPV.0060 Special 72. Poles Type 13	1.000 EACH	.		.	
2100	SPV.0060 Special 73. Monotube Arms 28-FT	2.000 EACH	.		.	
2110	SPV.0060 Special 74. Monotube Arms 30-FT	2.000 EACH	.		.	
2120	SPV.0060 Special 75. Monotube Arms 48-FT	1.000 EACH	.		.	
2130	SPV.0060 Special 76. Concrete Bases Type 10 Contractor Supplied Anchor Bolts and Rod Template	4.000 EACH	.		.	
2140	SPV.0060 Special 77. Concrete Bases Type 13 Contractor Supplied Anchor Bolts and Rod Template	1.000 EACH	.		.	
2150	SPV.0060 Special 80. Concrete Control Cabinet Base Type L Special	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2160	SPV.0060 Special 81. Lighting Control Cabinet 120/240 Volt Special	2.000 EACH	.		.	
2170	SPV.0075 Special 01. Street Sweeping	50.000 HRS	.		.	
2180	SPV.0090 Special 02. Remove Retaining Wall	446.000 LF	.		.	
2190	SPV.0090 Special 04. Remove Water Main	3,207.000 LF	.		.	
2200	SPV.0090 Special 06. Remove Sanitary Sewer	3,111.000 LF	.		.	
2210	SPV.0090 Special 08. Concrete Curb and Gutter Integral Special 12-Inch Wide Curb Head	619.000 LF	.		.	
2220	SPV.0090 Special 10. Concrete Retaining Curb	349.000 LF	.		.	
2230	SPV.0090 Special 11. Salvage and Reset Concrete Block Retaining Wall	20.000 LF	.		.	
2240	SPV.0090 Special 12. Storm Sewer Lateral 6-Inch	3,258.000 LF	.		.	
2250	SPV.0090 Special 13. Storm Sewer Lateral 8-Inch	99.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2260	SPV.0090 Special 14. Storm Sewer Pipe PVC 10-Inch	10.000 LF	.		.	
2270	SPV.0090 Special 15. Storm Sewer Pipe Reinforced Concrete Horiz Ellip Class HE-IV 43 x 68	38.000 LF	.		.	
2280	SPV.0090 Special 16. Televising Storm Sewer	3,929.000 LF	.		.	
2290	SPV.0090 Special 17. Televising Sanitary Sewer	3,031.000 LF	.		.	
2300	SPV.0090 Special 20. Sanitary Sewer 8 Inch	254.000 LF	.		.	
2310	SPV.0090 Special 21. Sanitary Sewer 10 Inch	10.000 LF	.		.	
2320	SPV.0090 Special 22. Sanitary Sewer 12 Inch	2,767.000 LF	.		.	
2330	SPV.0090 Special 23. Sanitary Sewer Laterals 4 Inch or 6 Inch	2,664.000 LF	.		.	
2340	SPV.0090 Special 30. Water Main 4 Inch	39.000 LF	.		.	
2350	SPV.0090 Special 31. Water Main 6 Inch	133.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2360	SPV.0090 Special 32. Water Main 8 Inch	3,010.000 LF	.		.	
2370	SPV.0090 Special 33. Water Main 12 Inch	126.000 LF	.		.	
2380	SPV.0090 Special 34. Water Service 1 Inch Copper	2,612.000 LF	.		.	
2390	SPV.0090 Special 35. Water Service 2 Inch Copper	26.000 LF	.		.	
2400	SPV.0090 Special 40. Salvage And Reset Fence	4.000 LF	.		.	
2410	SPV.0090 Special 51. Fiber Optic Warning Tape	2,995.000 LF	.		.	
2420	SPV.0090 Special 52. Fiber Optic Tracer Cable	2,995.000 LF	.		.	
2430	SPV.0090 Special 55. Fiber Optic Interconnect Cable	2,812.000 LF	.		.	
2440	SPV.0105 Special 01. Remove and Salvage Traffic Signals New York Avenue	LUMP	LUMP		.	
2450	SPV.0105 Special 02. Remove and Salvage Traffic Signals Murdock Avenue	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2460	SPV.0105 Special 03. Concrete Pavement Joint Layout	LUMP	LUMP		.	
2470	SPV.0105 Special 04. Locate and Replace Existing Property Monuments	LUMP	LUMP		.	
2480	SPV.0105 Special 05. Construction Staking Miscellaneous City Utilities	LUMP	LUMP		.	
2490	SPV.0105 Special 10. Abandon Vault	LUMP	LUMP		.	
2500	SPV.0120 Special 01. Water for Seeded Areas	110.000 MGAL	.		.	
2510	SPV.0165 Special 01. Salvage and Reset Brick Pavers	88.000 SF	.		.	
2520	SPV.0165 Special 02. Salvage And Reset Landscaping	142.000 SF	.		.	
2530	SPV.0180 Special 01. Sealing Concrete Pavement Joints	12,348.000 SY	.		.	
2540	SPV.0180 Special 02. Install City Furnished Insulation Board Polystyrene	62.000 SY	.		.	
2550	SPV.0200 Special 01. Sanitary Sewer Manholes Standard	232.000 VF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2560	SPV.0200 Special 02. Sanitary Sewer Outside Drop	39.000 VF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE