

HIGHWAY WORK PROPOSAL

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

Proposal Number:

35

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Shawano	6243-07-70	WISC 2016 177	City of Shawano, Airport Drive STH 29 to CTH B	STH 47
Shawano	6243-07-71	WISC 2016 178	City of Shawano, Airport Drive CTH B to STH 22	STH 47

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: May 10, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 21, 2016	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Rehabilitation, including salvaged asphaltic pavement, salvaged asphaltic pavement base, common excavation, marsh excavation, granular backfill, reconstructing inlets, manholes, and catch basins, HMA pavement, concrete curb and gutter, storm sewer, traffic signals, signing and pavement marking.	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 ExpressTM 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 ExpressTM 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.

gSpecial Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6243-07-70, City of Shawano, Airport Drive, STH 29 to CTH B, STH 47, Shawano County, Wisconsin and Project 6243-07-71, City of Shawano, Airport Drive, CTH B to STH 22, STH 47, Shawano 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 (20151210)

2. Scope of Work.

The work under this contract shall consist of salvaged asphaltic pavement, salvaged asphaltic pavement base, marsh excavation, granular backfill, reconstructing inlets, manholes, and catch basins, HMA pavement, concrete curb and gutter, storm sewer, traffic signals, signing, pavement marking 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.

Do not begin work prior to August 1, 2016.

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

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

Close STH 47 between CTH B and Richmond Street, and STH 47 between Richmond Street and STH 22 to construct the project. Do not reopen STH 47 until the following work is completed: Salvaged Asphaltic Pavement, Salvaged Asphaltic Pavement Milling,

Salvaged Asphaltic Pavement Base, Railroad Marsh Excavation and Backfill, Railroad Asphaltic Pavement Subgrade, Curb and Gutter, HMA Pavement, Traffic Signals, Signing, and Pavement Marking.

After closure of STH 47, the engineer and contractor shall complete a field investigation of the existing concrete curb and gutter. During this investigation, the bid items of Concrete, Curb and Gutter removal and replacement, shall be located, inspected, marked and adjusted (if necessary). Other bid items may be concurrently located, inspected, marked and adjusted as jointly agreed upon by the engineer and contractor. Complete this investigation five days after the closure of STH 47.

In order for the WCL RR tracks to remain active during the construction project, coordinate a date with WCL to take place after implementation of the detour where no trains are scheduled for removal and installation of the new contractor installed railroad crossing subsurface materials. On that agreed upon date the railroad will remove rails and signal devices for the crossing. The contractor will then complete the items of Salvaged Asphaltic Pavement, Railroad Marsh Excavation and Backfill and Railroad Asphaltic Pavement Subgrade in order for the WCL to install the ballast and rails to re-open to RR traffic. Complete this work within one calendar day.

In order to prevent saturation of the subgrade, where Common Excavation is removed directly below Salvaged Asphaltic Pavement, place the Salvaged Asphaltic Pavement Base material within three calendar days after Common Excavation operations.

Immediately after implementing the detour, close the right turn lane on the ramp connecting westbound STH 29 with STH 47 to traffic to construct the reconfigured right turn lane and splitter island. Close the turn lane for a maximum of seven calendar days. Do not reopen the right turn lane until completing the following work: Concrete Pavement SHES, Concrete Curb and Gutter HES, Concrete Sidewalk, Asphaltic Surface, Pull Boxes, Conduit Rigid Metallic, Signing, and Pavement Marking.

Close Richmond Street to complete construction operations within the intersection of STH 47 and Richmond Street. Close Richmond Street for a maximum of 14 calendar days. Do not close Richmond Street prior to June 6, 2016. Do not reopen Richmond Street until the following work is completed: Salvaged Asphaltic Pavement Milling, Salvaged Asphaltic Pavement, Salvaged Asphaltic Pavement Base, Reconstruct Manhole, Curb and Gutter, HMA Pavement lower layer.

Implement temporary all-way stop control at the intersection of Green Bay Street and Airport Drive to complete the modifications to the traffic signal system at the intersection. All way stop control is permitted for a maximum of five consecutive calendar days from 9:00 AM Monday to 11:59 PM Friday. Do not reopen to signalized traffic until the following work is completed: Traffic Signal Controller Equipment, Conduit, Pullboxes, Poles, Loop Detector Lead-In Cable, Signals, Cable Traffic Signal, Video Detection System, LED Traffic Signal Faces, and LED Modules 12-Inch.

If the contractor fails to complete the work necessary to reopen the right turn lane of the ramp connecting westbound STH 29 with STH 47 to traffic within seven calendar days, the department will assess the contractor \$2,500 in interim liquidated damages for each calendar day that the roadway remains closed beyond seven days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If the contractor fails to complete the work necessary to reopen Richmond Street to traffic within 14 calendar days, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day that the roadway remains closed beyond fourteen days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If the contractor fails to complete the work necessary to reopen the reopen intersection of Green Bay Street and Airport Drive to signalized control by 12:01 AM Saturday, the department will assess the contractor \$2500 in interim liquidated damages for each calendar day that the roadway remains all-way stop control beyond 12:01 AM Saturday. An entire calendar day will be charged for any period of time within a calendar day that the road remains all-way stop control beyond 12:01 AM.

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

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

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

4. Traffic.

STH 47

STH 47 between STH 29 and CTH B shall remain open to a minimum of one lane of traffic in each direction at all times.

STH 47 between CTH B and STH 22 shall be closed to through traffic and detoured. Maintain STH 47 traffic by the use of a detour route. Northbound traffic will be rerouted along a detour running from the STH 29/STH 47 interchange westerly to the STH 22 interchange. The detour will follow STH 22 north to the intersection with STH 47 within the City of Shawano. Southbound traffic will be rerouted from the intersection of STH 47 and STH 22 southerly to STH 29. The detour will follow STH 29 easterly to the STH 47 interchange.

STH 29

STH 29 interchange ramps with STH 47 shall remain open at all times.

For reconstruction of the right turn lane on the ramp connecting westbound STH 29 with STH 47, the right turn lane may be closed for a maximum of seven calendar days. No right turns from the ramp to northbound STH 47 shall be allowed during this period. The ramps shall be open to all turning movements during all other periods.

CTH B

CTH B shall remain open to a minimum of one lane of traffic in each direction at all times.

STH 22

Maintain two lanes of traffic in each direction on STH 22 when no construction is taking place within the intersection.

Periodically close the outside lane of eastbound STH 22 when working on STH 47 adjacent to the intersection. Weekend closures are not allowed.

Close the inside lane of westbound STH 22 and the eastbound STH 22 left turn lane for a maximum of two weeks to reconstruct the median on the west leg of the Green Bay Street and Airport Drive intersection and install the traffic signal.

Implement temporary all-way stop control at the intersection of Green Bay Street and Airport Drive for a maximum of five consecutive calendar days from 9:00 AM Monday to 11:59 PM Friday to complete the modifications to the traffic signal system at the intersection.

Cross Streets

Close the intersections of STH 47 with Beauprey Street and Engel Drive for the duration of the project.

Maintain one lane in each direction on Richmond Street at the intersection with STH 47. Close the intersection for a maximum of 14 calendar days to construct the intersection up to the lower layer of HMA Pavement.

General

Access to all driveways and businesses along the project shall be provided and maintained at all times unless written permission for temporary closure is provided by the engineer.

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

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

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

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

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.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction $\leq 16'$)	MINIMUM NOTIFICATION
Lane and shoulder closures	14 calendar days
Full roadway closures	14 calendar days
System and service ramp closures	14 calendar days
Full system and service ramp closures	14 calendar days
Detours	14 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction $> 16'$)	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
System and service ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.
108-057 (20150630)

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 22, STH 47 or STH 29 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

1. From noon Friday, September 2, 2016 to 6:00 AM Tuesday, September 6, 2016 for Labor Day.

107-005 (20050502)

6. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd. property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd.

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2507; email jackie.macewicz@cn.ca. Include the following information on the insurance document:

Project: 6243-07-71

Route Name: WIS 47 (Airport Drive)

Crossing ID: 693 774L

Railroad Subdivision: Shawano

Railroad Milepost: 319.65

A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. Wisconsin Central Ltd. crews will remove existing and install new warning devices. They will also remove the existing crossing surface and track structure and replace with new materials. See the Prosecution and Progress article for the railroad marsh excavation and backfill and railroad asphaltic pavement subgrade to be installed by the highway contractor in conjunction with the Wisconsin Central Ltd. crew replacing the crossing materials.

A.3 Names and addresses of Railroad Representatives for Consultation and Coordination

Contact Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2507; email jackie.macewicz@cn.ca for consultation on railroad requirements during construction.

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 24002 Vreeland Road, Flat Rock, MI, 48134; TELEPHONE (734) 783-4533 (no FAX number); email maryellen.carmody@cn.ca for flagging arrangements. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

A.4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.5 Train Operation

Approximately six through freight trains operate weekly through the construction site. Through freight trains operate at up to 40 mph. In addition to through movements, there may be switching moves at lower speeds.

7. Utilities.

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

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

There are utility facilities within 3 feet of clearance between the back of existing and proposed curb limits.

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

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

The engineer may alter the locations of permanent signs being installed under this contract to avoid conflicts with existing utility facilities.

Project 6243-07-70

Frontier Communications of WI, LLC - Communication

Frontier Communications of WI, LLC (Frontier) has an existing underground communication line that runs parallel and on the south side of CTH B then crosses STH 47 alignment at Station 49+00 from west to east.

Frontier has an existing underground fiber optic cable that runs parallel and on the north side of CTH B and crosses the STH 47 alignment at Station 49+80 from west to east.

No conflicts are anticipated.

Shawano Municipal Utilities – Sanitary Sewer

Shawano Municipal Utilities Sanitary (SMUS) has an existing sanitary sewer utility line that runs parallel and on the south side of CTH B and crosses the STH 47 alignment at approximately Station 49+20 from west to the east.

No conflicts are anticipated.

WE Energies - Electric

WE Energies Electric has an existing overhead power utility that runs parallel to STH 47 along the west right-of-way limits from Station 37+50 to Station 49+55 where it continues onto Project 6243-07-71.

No conflicts are anticipated.

WE Energies - Gas

WE Energies Gas has an existing underground gas utility that runs parallel and on the south side of CTH B then crosses STH 47 alignment at Station 48+10 from the west to the east where it crosses CTH B to the north and continues onto Project 6243-07-71.

WE Energies Gas has an existing underground gas line that crosses STH 47 alignment at the following location:

- Station 48+10

No conflicts are anticipated.

Project 6243-07-71

ATC Management, Inc. – Electric

ATC Management, Inc. (ATC) has an existing 138kV electric overhead transmission facility that crosses the STH 47 alignment at Station 76+50 from west to east. Maintain a safe working clearance to the conductors at all times based on the latest OSHA requirements.

No conflicts are anticipated.

Frontier Communications of WI, LLC - Communication

Frontier Communications of WI, LLC (Frontier) has existing underground communication lines that cross the STH 47 alignment at the following locations:

- Station 49+00
- Station 61+50

Frontier has an existing underground fiber optic communication line that cross STH 47 alignment at the following location:

- Station 49+80

Frontier has an existing underground communication line the enters the project within the NW quadrant of STH 47/Beauprey Road intersection and runs parallel on the west side of the STH 47 roadway near the right-of-way limits. The communication line has an underground crossing at Station 100+62 from west to east. The communication line then runs parallel on the east side of the STH 47 roadway near the back of curb where it leaves the project at the north limits. The underground communication line also runs parallel to STH 22 on the south side of the roadway and crosses STH 47.

Frontier has existing underground communication lines that cross STH 47 alignment at the following locations:

- Station 100+62
- Station 102+75
- Station 126+50
- Station 128+75

Frontier has an existing underground fiber optic communication line that cross STH 47 alignment at the following locations:

- Station 102+65

Frontier has an existing underground fiber optic communication line that runs parallel to STH 47 on the east side behind the back of curb and begins at Station 125+25 and proceeds north where it crosses to the west side of STH 47 at Station 126+50.

Frontier has an existing underground fiber optic communication line that cross STH 47 alignment at the following locations:

- Station 126+50

No conflicts are anticipated.

Shawano Lake Sanitary District 1 – Sanitary Sewer

Shawano Lake Sanitary District 1 (SLSD1) has an existing underground sanitary line that runs parallel and on the south side of the STH 22 roadway from west to east and crosses the STH 47 alignment at Station 129+05.

SLSD1 requires sanitary sewer manhole cover adjustments at the following locations for existing sanitary manhole covers to remain:

- Station 128+80, 20' RT – Adjusting Sanitary Manhole Cover
- Station 129+00, 40' RT – Adjusting Sanitary Manhole Cover

SLSD1 will adjust sanitary sewer manhole covers concurrent with construction prior to the final surface layer of asphalt paving. It is anticipated to take SLSD1 one working day to adjust the manhole covers and contractor shall provide seven working days advance notice to SLSD1 when the site will be ready for the utility to begin its work.

No other conflicts are anticipated.

Shawano Lake Sanitary District 1 - Water

Shawano Lake Sanitary District 1 (SLSD1) has an existing underground water line utility that runs along STH 47 from north to south in the southbound lane from Station 127+75 to Station 130+00. This utility also runs east and west with STH 22 in the eastbound lane from STH 47 to the east off the project.

SLSD1 requires water valve box adjustments at the following locations for existing water lines and associated appurtenances to remain:

- Station 128+48, 20' LT – Adjusting Water Valve Box
- Station 128+88, 16' LT – Adjusting Water Valve Box

SLSD1 will adjust water valve boxes concurrent with construction prior to the final surface layer of asphalt paving. It is anticipated to take SLSD1 one working day to adjust the water valve boxes and contractor shall provide seven working days advance notice to SLSD1 when the site will be ready for the utility to begin its work.

No other conflicts are anticipated.

Shawano Municipal Utilities - Electric and Street Lighting

Shawano Municipal Utilities Electric (SMUE) has an existing underground electric utility that runs along STH 47 from south to north in the median from Station 49+80 to Station 73+00. This utility then splits into two runs which follow along STH 47 near the back of curbs on both sides of STH 47. Along the west side to Station 76+27 and along the east side to Station 74+50.

SMUE has existing underground utilities along the east side of STH 47 near the back of curb from Station 77+45 to Station 88+00 and along the west side of STH 47 near the back of curb from Station 80+00 to Station 86+30.

SMUE has existing overhead utilities along the north side of Beauprey Road and cross STH 47 from west to east. From Station 89+65 an overhead line runs along the east side of STH 47 from Station 89+75 to the north end of the project. There are also overhead utilities that run along the south side of STH 22.

SMUE has existing underground electric lines that cross STH 47 alignment at the following locations:

- Station 61+50
- Station 72+75
- Station 79+00
- Station 94+70
- Station 102+75
- Station 120+70
- Station 126+50

SMUE has existing overhead electric lines that cross STH 47 alignment at the following locations:

- Station 89+60
- Station 128+75

SMUE has existing overhead electric light poles in conflict with proposed improvements and will remove and relocate electric facilities as follows concurrent with construction:

- Station 66+45; Median – discontinue in place existing underground electric feed and relocate pole to north approximately 40 feet.
- Station 74+50; RT – discontinue in place existing underground electric feed and relocate pole to east approximately 6 feet. A new underground electric feed will be installed from the new pole location heading south for approximately 50 feet.
- Station 76+35; LT – discontinue in place existing underground electric feed and relocate pole to west approximately 8 feet. A new underground electric feed will be installed from the new pole location heading south for approximately 285 feet.
- Station 78+05; RT – discontinue in place existing underground electric feed and relocate pole to east approximately 8 feet. A new underground electric feed will be installed from the new pole location heading north to a new transformer installed at Station 78+75; RT.

- Station 78+75; RT – discontinue in place the existing underground electric feed and relocate the existing transformer to east approximately 7 feet. A new underground electric feed will be installed from the new transformer location heading south to the new pole at Station 78+05; RT and further south to the meter pedestal owned by WCLRR at Station 77+45; 27' RT and heading north from the new transformer to the existing pole located at Station 81+35; RT.
- Station 79+90; LT – discontinue in place existing underground electric feed and relocate pole to west approximately 8 feet. A new underground electric feed will be installed from the new pole location heading north for approximately 50 feet.

SMUE will discontinue in place existing underground electric feeds and remove the existing poles concurrent with construction. The discontinuance in place and pole removal work will be done concurrent with construction after the roadway has been detoured. It is anticipated to take SMUE five working days to perform the work and contractor shall provide seven working days advance notice to SMUE when the site will be ready for the utility to begin its work.

SMUE will install new electric feeds and pole/transformer installations concurrent with construction after the roadway has been rough graded and prior to finish landscaping. It is anticipated to take SMUE fifteen working days to install the new poles and feed lines and contractor shall provide seven working days advance notice to SMUE when the site will be ready for the utility to begin its work.

SMUE will coordinate with Wisconsin Central Limited Railroad (WCLRR) representatives on electric outages necessary for relocation of the transformer at Station 78+75 that services the meter pedestal at Station 77+45; RT and the WCLRR signals.

No other conflicts are anticipated.

Shawano Municipal Utilities – Sanitary Sewer

Shawano Municipal Utilities Sanitary (SMUS) has an existing underground sanitary sewer utility line that enters the project from the west along the north side of Beauprey Road and crosses the STH 47 alignment at Station 89+24 from west to the east. This utility then jogs into and follows the STH 47 alignment within the roadway from Station 89+24 to Station 123+90 where it terminates within a manhole.

SMUS has an existing underground sanitary that ties into the STH 47 roadway sanitary line and enters from the west from the center of Richmond Street and ties into an existing sanitary manhole at Station 103+22, 14' LT.

SMUS requires sanitary sewer manhole adjustments by the contractor at the following locations for existing sanitary sewer lines and associated appurtenances to remain:

1. Station 92+82, 6' LT – Adjusting Sanitary Sewer Manhole Cover
2. Station 96+33, 6' LT – Adjusting Sanitary Sewer Manhole Cover
3. Station 99+81, 6' LT – Adjusting Sanitary Sewer Manhole Cover

4. Station 103+22, 12' LT– Adjusting Sanitary Sewer Manhole Cover
5. Station 107+54, 5' LT – Adjusting Sanitary Sewer Manhole Cover
6. Station 111+83, 5' LT – Adjusting Sanitary Sewer Manhole Cover
7. Station 116+06, 5' LT – Adjusting Sanitary Sewer Manhole Cover
8. Station 120+13, 5' LT – Adjusting Sanitary Sewer Manhole Cover
9. Station 123+90, 8' LT – Adjusting Sanitary Sewer Manhole Cover

No other conflicts are anticipated.

Shawano Municipal Utilities – Water

Shawano Municipal Utilities Water (SMUW) has an existing underground water utility that runs parallel and on the north side of CTH B that crosses STH 47 alignment at Station 49+80 from west to the east. This utility then runs parallel and travels north along the east side of STH 47 outside the roadway from Station 49+80 to Station 66+15. From here the utility crosses STH 47 to the west and continues down the north side of Engel Drive. The utility travels from this point to the north within the STH 47 roadway to the north end of the project. This utility also runs along the north side of Beauprey Road from east to west crossing STH 47 and also along the north side of East Richmond from the west and joining the STH 47 line.

SMUW requires water valve box and/or water service curb stop adjustments by the contractor at the following locations for existing water lines and associated appurtenances to remain:

1. Station 8B+76, 35' LT – Adjusting Water Valve Box
2. Station 66+16, 55' LT– Adjusting Water Valve Box
3. Station 66+17, 75' LT – Adjusting Water Valve Box
4. Station 102+58, 30' LT – Adjusting Water Valve Box
5. Station 102+63, 50' LT – Adjusting Water Valve Box
6. Station 103+37, 58' LT – Adjusting Water Valve Box
7. Station 103+52, 32' LT – Adjusting Water Valve Box
8. Station 109+12, 25' LT – Adjusting Water Valve Box
9. Station 115+70, 25' LT – Adjusting Water Valve Box
10. Station 115+79, 20' LT – Adjusting Water Valve Box
11. Station 124+20, 12' LT – Adjusting Water Valve Box

Perform the work according to the requirements of bid items Adjusting Water Valve Boxes, if the contractor requires additional adjustment materials and/or supplies to properly adjust the facilities described above, contact SMUW for the necessary items.

SMUW has a fire hydrant at the following location that will be relocated approximately 10' west of its existing location. This work will be completed prior to construction.

1. Station 102+63, 55' LT – Fire Hydrant

No other conflicts are anticipated.

WE Energies - Electric

WE Energies Electric has an existing overhead power utility that runs parallel to STH 47 along the west right-of-way limits from Station 49+55 to Station 51+35 where it crosses the STH 47 alignment from west to east. The line then runs parallel to STH 47 along the east right-of-way limits back to the south where it crosses to the south side of CTH B and proceeds easterly off the project limits.

WE Energies Electric has an existing overhead electric line that crosses STH 47 alignment at the following location:

- Station 51+35

No conflicts are anticipated.

WE Energies – Gas

WE Energies Gas has an existing underground gas utility that follows STH 47 along the east side of the roadway from the beginning of project to the end of the project. The utility traverses both inside and outside the roadway along its course.

WE Energies Gas has existing underground gas lines that cross STH 47 alignment at the following locations:

- Station 48+10
- Station 66+30
- Station 90+75
- Station 99+60
- Station 102+78
- Station 126+20
- Station 127+00

This utility also crosses STH 22 from south to north to the east of STH 47 alignment.

WE Energies Gas will discontinue in place the existing 4” diameter plastic gas line running south-north from Station 102+40; RT to 104+10; RT in addition to the 4” diameter plastic gas line running west-east that tees into this line from the west on the south side of Richmond Street. WE Energies Gas will install new 4” diameter plastic gas lines with directional bore technique at the intersection of STH 47 and East Richmond Street. The new main crossings will be at Station 102+40 and Station 102+50 on STH 47 and 50' RT on East Richmond Avenue. The discontinuance in place and new installations will be done concurrent with construction after the roadway has been detoured. It is anticipated to take WE Energies Gas twenty working days to discontinue and install the new gas line and contractor shall provide four weeks advance notice to WE Energies when the site will be ready for the utility to begin its work.

WE Energies Gas will discontinue in place and gap the existing 4" diameter plastic gas line from Station 73+50 to Station 81+00 on the east side of the roadway. The discontinued gas line is 4" diameter steel underneath the WCLRR crossing. The gas line will be capped on each end at the stations referenced above. The discontinuance in place and gapping work will be done concurrent with construction after the roadway has been detoured. It is anticipated to take WE Energies Gas twenty working days to gap the gas line and contractor shall provide four weeks advance notice to WE Energies when the site will be ready for the utility to begin its work.

WE Energies Gas will install a new 4" diameter plastic gas line from Station 73+50 to Station 81+00 on the east side of the roadway offset 32' RT from the northbound reference line into the new end slopes using open trench construction techniques. A 4" diameter steel gas line will be directional bored underneath the WCLRR crossing at approximately 10' depth for 100' in length underneath the railroad crossing. The new installation will be done concurrent with construction after the roadway has been rough graded and prior to finish landscaping. It is anticipated to take WE Energies Gas twenty working days to install the gas line and contractor shall provide four weeks advance notice to WE Energies when the site will be ready for the utility to begin its work.

The contractor shall contact WE Energies before removing any gas facilities or electrical underground cables, to verify that they have been abandoned and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from WE Energies. Contractor must call the WE Energies 24 hour Dispatch lines to arrange for this verification.

2. WE Energies Electric Dispatch, (800) 662-4797
3. WE Energies Gas Dispatch, (800) 261-5325

After the line has been verified by WE Energies to be dead per the above paragraph, it is the responsibility of the contractor to remove and dispose of all sections of the discontinued facility necessary for the contractor to continue with the project. No other conflicts are anticipated.

8. Environmental Protection, (Amphibian or Reptile Species).

Wood turtles, a state threatened species, are known to inhabit the wetlands in the project area. It is reasonable to assume that wood turtles may be present at or near the project site during construction. If project construction starts in the spring, protect the perimeter of the areas to be disturbed with properly trenched-in silt fence prior to May 1 to discourage turtles from entering the work area. If the construction area cannot be silt-fenced by May 1, install the silt fence prior to construction activities. Also, survey the area behind the silt fence and remove all turtles confined within the project area prior to any site disturbance. Complete the survey and removal of turtles from construction areas periodically throughout the construction period.

9. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed a Phase 1 hazardous materials assessment for soil and ground water contamination locations within this project where excavation is required. Phase 1 results indicate that contaminated soil and/or groundwater may be or is present outside of the right-of-way limits at the following site(s):

1. Site #1
Station 80+75 to 88+50 LT
2. Site #2
Station 88+50 to 94+50 LT

Phase 1 results indicate that subsurface contaminated soil and/or groundwater may be or is present at the following site(s):

1. Site #8
Station 129+75 to 131+00 LT (Site is just north of project limits at Station 129+00)

The contaminated soils and/or groundwater at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Janet Smith, Regional Environmental Coordinator, WisDOT North Central Region 1681 Second Avenue South, Wisconsin Rapids, WI 54495-4768 (715) 421-8089.
107-100 (20050901)

10. Erosion Control.

Add the following to standard spec 107.20:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, mulch and any other permanent erosion control measures required, within seven calendar days after the placement of topsoil.

(NCR 107.03-10152014)

11. Notice to Contractor - Traffic Signal Coordination Items.

This contract assumes the existing traffic signals at Green Bay Street and Airport Drive intersection will be deenergized, bagged, and taken out of operations during construction. Temporary all-way stop control is the anticipated traffic control at this intersection. The contractor shall ensure temporary traffic control is established prior to deenergizing traffic signals.

12. Public Convenience and Safety.

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least two business days before road closures, lane closures or detours are put into effect:

Shawano Police Department
Shawano County Sheriff's Department
Wisconsin State Patrol
City of Shawano
Shawano School District
Shawano Post Office

The Shawano County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.
(NCR 107.05-10152014)

13. Information to Bidders - US Army Corps of Engineers Section 404 Permit.

The department has obtained a US Army Corps of Engineers Section 404 Permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the region office by contacting Jim Volkmann at (715) 365-5773. Methods of operations, including preparatory work, staging, site clean-up or storing materials, causing impacts to other wetlands or waters are not permitted.

If the contractor chooses a method of construction that is not covered by the department's 404 Permit, obtain the proper additional permits required from the US Army Corps of Engineers. It is the contractor's responsibility to determine if additional permits are required. Obtain the additional permits prior to beginning construction operations requiring the permits. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the additional permits. The contractor must be aware that the US Army Corps of Engineers may not grant the additional permits.
(NCR 107.07-10152014)

14. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, “Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters”, details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - a. Washing with ~212° F water (steam clean), or
 - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

107-055 (20130615)

15. Coordination with Businesses and Residents.

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

108-060 (20141107)

16. Granular Backfill.

Conform to the requirements of standard spec 209 and hereinafter provided.

Furnish and use material that consists of granular material meeting the requirements for grade 1, in standard spec 209.2

17. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.

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

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

A.2 Contractor Testing for Small Quantities

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

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

- ^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
- ^[2] For 3-inch material, obtain samples at load-out.
- ^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

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

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the

material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
Gradation..... AASHTO T 27
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.

4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.

- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.

- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material

or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20151210)

18. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

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

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:
Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.

- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.

- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full subplot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate subplot for that partial quantity.
- (5) Randomly select test locations for each subplot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one subplot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average subplot densities using the individual test results in each subplot.

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.

- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.

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

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

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

19. Catch Basins and Manholes.

Construct catch basins and manholes, according to standard spec 611 except as hereinafter modified:

Construct catch basins and manholes using only precast or cast in place concrete masonry options. The brick masonry or concrete brick or block masonry options shall not be used.
(NCR 611.01-01182012)

20. Landmark Reference Monuments.

This work shall be according to the requirements of standard spec 621 and the plan details, except as hereinafter provided.

Add the following to standard spec 621.1:

The survey work required to tie out the landmark shall be performed by, or under the direction of, a professional land surveyor. Upon completion of the work, provide the survey notes and the County specified tie sheets to the County Surveyor and the engineer. Obtain an example of the specified tie sheets from the corresponding County Surveyor.

Add the following to standard spec 621.3.1:

Provide four reference monuments for each landmark. Utilize existing concrete or Berntsen reference monuments that are outside the construction limits, as directed by the engineer, when possible. Existing reference monuments that can be used will not be considered for payment.

Add the following to standard spec 621.3.2.1 (1):

Under the Landmark Reference Monuments bid item, install Berntsen SSDR130 30-inch stainless steel drive-in monuments with cap stamped as shown on plan details.

Add the following to standard spec 621.3.3:

Protect the reference monuments until construction is completed. Any monuments that are shifted or damaged during construction shall either be replaced or reset, as directed by the engineer, by a professional land surveyor at the contractor's expense.

Add the following to standard spec 621.5 (2):

Payment for Landmark Reference Monuments is full compensation for furnishing, placing, and protecting Berntsen drive-in and existing monuments; for furnishing a professional land surveyor; for performing survey work; for replacing or resetting monuments if necessary; for preparing and delivering survey notes and tie sheets.
(NCR 621.01-01272015)

21. Water

Provide the necessary environmental protection against aquatic exotic species control and pathogens if water source(s) is/are from surface waters of the state.
(NCR 624.01-12152015)

22. Field Facilities.

Add the following to standard spec 642.2.1(3):

Provide a water cooler to dispense the bottled drinking water.

Add the following to standard spec 642.3:

Set up the field office within seven days after notice from the engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up.
(NCR 642.02-10152014)

23. Traffic Control.

Add the following to standard spec 643.3.1:

Lighting devices shall be covered or rendered inoperative when not in use.

Provide the engineer, Shawano Police Department(s), County Sheriff's Department, and the State Patrol District Headquarters responsible for that county the current telephone number(s) the contractor or their representative can be contacted at all times in the event a safety hazard develops. Repair, replace or restore the damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Do not park or store equipment, vehicles, or construction materials within 18 feet of the edge of the traffic lane of any roadway during non-working hours.

Utilize two-way radios, and/or additional flag persons, within lane closure areas and at public road intersections, in order to positively direct, control, and safeguard traffic through the work zone.

All contractor vehicles or equipment operating within the project limits shall be equipped with and have flashing yellow lights operating.

A third flag person is required at all moving construction operations involving milling, paving, and shouldering. The third flag person is required to be located at the area of the moving operation to safely guide traffic around the equipment and personnel working at the moving operation.

Promptly replace all state owned signs that are removed by the contractor due to interference with construction operations. At no time may stop signs be removed or moved without flag persons present.
(NCR 643.01-10152014)

24. Removing Signs Type II.

Replace standard spec 638.3.4 (2) with the following:

Aluminum Type II signs are the department's property. Return these signs palletized for handling with a forklift. Contact the region Signing Lead Worker at (715) 421-8006 at least three business days in advance to coordinate the shipment and drop-off location.
(NCR 638.01-04072015)

25. HMA Pavement 3 MT 58-28 S, Item 460.6223; HMA Pavement 4 MT 58-28 H, Item 460.6424.

A Description

This special provision describes providing HMA pavement including the binder under a combined bid item.

Define gradations, traffic levels, and asphaltic binder designation levels as follows:

GRADATIONS (NMAS)		TRAFFIC VOLUME		DESIGNATION LEVEL	
1	37.5 mm	LT	Low	S	Standard
2	25.0 mm	MT	Medium	H	Heavy
3	19.0 mm	HT	High	V	Very Heavy
4	12.5 mm			E	Extremely Heavy
5	9.5 mm				
6	4.75 mm				

Construct HMA pavement of the type the bid item indicates encoded as follows:



Conform to standard spec 460 as modified in this special provision.

B Materials

Replace standard spec table 460-1 with the following to change the footnotes to refer to LT and MT mixes instead of E-0.3 and E-3 mixes:

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm (#1)	25.0 mm (#2)	19.0 mm (#3)	12.5 mm (#4)	9.5 mm (#5)	SMA 12.5 mm (#4)	SMA 9.5 mm (#5)
50.0-mm	100						
37.5-mm	90 - 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for LT and MT mixes

^[2] 15.5 for LT and MT mixes

Replace standard spec table 460-2 with the following to switch from E mixes to LT, MT, and HT mixes; and change the tensile strength ratio requirements to 0.75 without antistripping additive and 0.80 with antistripping additive:

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
ESALs x 10 ⁶ (20 yr design life)	<2.0	2 - <8	>8	> 5 mil
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	65/ __	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N _{ini}	6	7	8	8
Gyrations for N _{des}	40	75	100	65
Gyrations for N _{max}	60	115	160	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 89.0 ^[1]	<= 89.0	___
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	___
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^[4] ^[5]	65 – 75 ^[3] ^[4]	65 - 75 ^[3] ^[4]	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)				
no antistripping additive	0.75	0.75	0.75	0.75
with antistripping additive	0.80	0.80	0.80	0.80
Draindown at Production Temperature (%)	___	___	___	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

^[3] For #5 (9.5mm) and #4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76%.

^[4] For #2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67%.

^[5] For #1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67%.

Replace standard spec 460.2.8.2.1.7 paragraph six with the following to base payment adjustment on the combined bid item unit price:

- (6) The department will reduce payment for nonconforming QMP HMA mixtures, starting from the stop point to the point when the running average is back inside the warning limits, as follows:

PAYMENT FOR MIXTURE^[1] ^[2]

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content	85%	75%
Air Voids	70%	50%
VMA	90%	75%

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

^[2] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. The department will administer pay reduction under the Nonconforming QMP HMA Mixture administrative item.

C Construction

Replace standard spec table 460-3 with the following to switch from E mixes to LT, MT, and HT mixes:

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	91.5 ^[3]	92.0 ^[4]	_____
	UPPER	91.5	92.0	_____
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	91.5 ^[3]	92.0 ^[4]	_____
	UPPER	91.5	92.0	_____
SHOULDERS & APPURTENANCES	LOWER	89.5	89.5	_____
	UPPER	90.5	90.5	_____

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

^[2] Includes parking lanes as determined by the engineer.

^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

D Measurement

Add the following to standard spec 460.4:

The department will measure HMA Pavement (type) conforming to standard spec 460.4.

E Payment

Add the following to standard spec 460.5 to switch from E mixes to LT, MT, and HT mixes; to combine the pavement and binder bid items; and to specify a pay reduction for pavement placed with nonconforming binder:

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

ITEM NUMBER	DESCRIPTION	UNIT
460.6223	HMA Pavement 3 MT 58-28 S	TON
460.6424	HMA Pavement 4 MT 58-28 H	TON

Payment is full compensation for providing HMA Pavement including asphaltic binder.

In addition to any pay adjustment under standard spec 460.2.8.2.1.7(6), the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

460-025 (20151210)

26. Sod Water, Item 631.0300.

Replace standard spec 631.3.5(1) with the following:

Under the Sod Water bid item, furnish and apply water to sodded or seeded areas.

Moisten sodded or seeded areas thoroughly after staking and cleanup.

Keep all sodded or seeded areas thoroughly moist by applying a minimum of 1 inch of water per week, minus applicable rainfall, for a minimum of 30 days. Do not leave unwatered for more than three days unless rainfall is sufficient and the engineer determines it does not require watering. Apply water in a manner to preclude washing or erosion. (NCR 631.01-12152015)

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

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

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

28. Electrical Service Meter Breaker Pedestal, Green Bay Street and Airport Drive, Item 656.0200.01.

Append standard spec 656.3.4 with the following:

The contractor will be responsible for requesting the relocation of the traffic signal electrical service from the power utility. Service installations shall be 120V/240V 100A service.

Electrical utility company service relocation and installation costs will be paid by the contractor. Arrange for the electrical service to be established in the maintaining authority's name.

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

Append standard spec 656.5(3) with the following:

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

29. Inlet Covers Type H-D, Item SPV.0060.01.

A Description

This special provision describes furnishing and installing inlet covers according to the plan details, the pertinent requirements of standard spec 611 and as hereinafter provided.

B Materials

Provide an Inlet Cover Type H frame and grate with the curb box removed and replaced with a solid flat curb plate designed for heavy traffic loading as shown in the plan details.

C Construction

Construct according to standard spec 611.3.

D Measurement

The department will measure Inlet Covers Type H-D as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Inlet Covers Type H-D	Each

Payment is full compensation for providing new covers, including frames, grates, curb plates and all other required materials and for installing and adjusting each cover.
(NCR 611.04-10152014)

30. Adjusting Water Valve Boxes, Item SPV.0060.02.

A Description

This special provision describes locating, exposing, and protecting existing water valve boxes after the pavement is removed, furnishing and installing water valve box extensions if necessary; and adjusting the water valve boxes to the finished elevation required.

B (Vacant)

C Construction

Furnish and install water valve box extensions to the existing water valve boxes if necessary. Protect the water valve boxes during construction. Clean out the water valve boxes as necessary to assure the valve wrench will fit completely over the valve bolt. Adjust the valve boxes to the required finished elevation.

D Measurement

The department will measure Adjusting Water Valve Boxes 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.0060.02	Adjusting Water Valve Boxes	Each

Payment is full compensation for locating, exposing, and protecting water valve boxes; furnishing and installing water valve box extensions if necessary; exclusive of water valve boxes; cleaning out the water valve boxes, adjusting water valve boxes to the finished elevation. The contractor shall replace water valve boxes, which are damaged by the contractor's operations, in kind, at the contractor's expense.

(NCR 611.03-05202013)

31. Adjust Sanitary Manhole Covers, Item SPV.0060.03.**A Description**

This special provision describes adjusting sanitary manhole covers.

B Materials

In accordance to standard spec 611.2.

C Construction

In accordance to standard spec 611.3 and as follows:

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Adjust Sanitary Manhole Covers	Each

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

32. Reestablish Section Corner Monuments, Item SPV.0060.04.

A Description

This special provision describes reestablishing section corner monuments.

B Materials

Provide one of the following survey monuments for each location: A Berntsen Steel Nail Marker, for placement in asphalt pavement; a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete pavement; or a Berntsen Aluminum Break-Off Monument for placement in locations outside the pavement area.

C Construction

C.1 General

All survey work required to reestablish the survey monument from the reference monuments shall be performed by, or under the direction of, a professional land surveyor. Provide an updated county specified tie sheet(s) to the County Surveyor and the engineer. Provide county coordinates for all ties and monuments shown on the tie sheet(s). Obtain an example of the specified tie sheet(s) from the corresponding County Surveyor.

C.2 Berntsen Steel Nail Marker

Locate the exact position for the monument on the asphalt pavement. Drive the Berntsen Steel Nail Marker into the pavement until the top of the Steel Nail Marker is countersunk below the surrounding finished asphalt pavement as shown on the plan details.

C.3 Berntsen BP1 Brass Marker

Drill a hole in the finished concrete pavement using a Berntsen "Survey Marker Countersink Drill Bit", Item # BPMDRL. Insert the ribbed plastic expansion plug into the drilled hole. Tap the brass marker stem into the expansion plug until the top of the brass marker is countersunk below the surrounding finished concrete pavement as shown on the plan details.

C.4 Berntsen Aluminum Break-off Monument

Install according to the pertinent provisions of standard spec 621.3 for Non-Driven Aluminum Monuments and the plan details.

D Measurement

The department will measure Reestablish Section Corner Monuments by each individual section corner monument, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Reestablish Section Corner Monuments	Each

Payment is full compensation for providing survey monuments; all excavation, backfilling, and drilling necessary to place section corner monuments; furnishing a professional land surveyor and all survey work; and preparing and delivering tie sheets.
(NCR 650.03-04302015)

33. Temporary Water Passage, Item SPV.0060.05.

A Description

The work under this item shall consist of building a temporary water passage in accordance with the plan, the Standard Specifications, and as hereinafter provided.

B Materials

Washed aggregate shall conform to the requirements specified in standard spec 501.3.6.4.5 for Size No. 1. The pipe underdrain shall conform to the requirements specified in standard spec 612.2.

C Construction

This work shall consist of excavating to the size and depth specified in the plan, and backfilling with washed aggregate. The pipe underdrain shall be installed in accordance with the plan. The 4-inch diameter hole shall be precasted or constructed by a method acceptable to the engineer.

Prior to the placement of asphaltic concrete pavement, the washed aggregate shall be removed to a depth of 1.5 feet below the gutter flange elevation and replaced and compacted with crushed aggregate base course. Compaction efforts shall meet requirements specified in standard spec 304.4.4. The 4-inch diameter hole shall be mortared.

D Measurement

The department will measure Temporary Water Passage as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Temporary Water Passage	Each

Payment is full compensation for excavation; furnishing and installing the washed aggregate; constructing the 4-inch diameter hole; installing pipe underdrain, 4-inch; removal of the washed aggregate and pipe underdrain; mortaring of the 4-inch diameter hole.

Crushed Aggregate Base Course, required for backfill will be measured for payment separately and paid for under the pertaining item.

34. Ditch Restoration, Item SPV.0090.01.

A Description

This special provision describes restoring ditches to the original profile, removing debris and excess soil from existing ditches and apron endwalls, and disposing of the resulting materials.

B (Vacant)

C Construction

Dispose of all surplus and unsuitable materials according to standard spec 205.3.12.

D Measurement

The department will measure Ditch Restoration as length in linear foot of ditch cleaned 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.0090.01	Ditch Restoration	LF

Payment is full compensation for excavating material from existing ditch; for removal of brush and trees up to 3-inch diameter; for cleaning apron endwalls to a depth of 3 feet; for placing and finishing salvage topsoil and/or topsoil as needed; for finishing of all disturbed areas necessary to blend the slopes resulting from ditch cleaning back into existing inslopes and back slopes and for disposing of all material.

Seed, fertilizer, and erosion mat will be measured and paid for under the pertinent items provided in the contract.

35. Concrete Curb and Gutter HES 6-Inch Sloped 30-Inch Type G, Item SPV.0090.02, Concrete Curb and Gutter HES 6-Inch Sloped 36-Inch Type A, Item SPV.0090.03.

A Description

This special provision describes constructing concrete curb and concrete curb and gutter according to the requirements of standard spec 601, the details shown in the plans, and as hereinafter provided.

B Materials.

Provide concrete that conforms to the requirements for high early strength concrete according to standard spec 501.

C Construction

Construct according to the requirements of standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter HES 6-Inch Sloped 30-Inch Type G and Concrete Curb and Gutter HES 6-Inch Sloped 36-Inch Type A in length by the linear foot, acceptably completed according to standard spec 601.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb and Gutter HES 6-Inch Sloped 30-Inch Type G	LF
SPV.0090.03	Concrete Curb and Gutter HES 6-Inch Sloped 36-Inch Type A	LF

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances or curb ramps; providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; for placing, finishing, protecting, and curing; sawing joints; for disposing of surplus excavation material and restoring the work site. 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 standard spec 416.5.

The department will adjust pay for crack repairs as specified in standard spec 416.5.2 for ancillary concrete.
(NCR 601.02-10152014)

36. Railroad Marsh Excavation and Backfill, Item SPV.0105.01.**A Description**

This special provision describes common excavation, and marsh excavation below the existing railroad tracks and replacing with select crushed material according to the pertinent provisions of standard spec 205 and 312, the plans, and as hereinafter provided.

B (Vacant)**C Construction**

Excavate the existing asphaltic surface, roadway base aggregate, ballast, underlying materials including marsh and replace with select crushed material to the bottom of railroad asphaltic pavement subgrade within allotted time agreed upon with WCL RR.

D Measurement

The department will measure Railroad Marsh Excavation and Backfill 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	Railroad Marsh Excavation and Backfill	LS

Payment is full compensation for furnishing all railroad marsh excavation work specified for that class under standard spec 205 (Excavation Marsh) and payment for backfill is full compensation for that work specified in standard spec 312 (Select Crushed Material).

Railroad Asphaltic Pavement Subgrade will be paid for separately under the pertinent item provided in the contract.

37. Remove and Salvage Signals, Green Bay Street and Airport Drive, Item SPV.0105.02.

A Description

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

B (Vacant)

C Construction

Inventory the quantity and condition of the traffic signals, traffic signal cabinet, controller equipment, poles and signal heads, and pull box frames and covers prior to removal. Provide the engineer with a copy of the inventory.

Notify the engineer 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.

Remove and salvage the 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 and according to the plans.

Contact the engineer at least three working days prior to the desired starting date for the cabinet removal. The contractor will be responsible for all work to remove the traffic signal cabinet and its internal modules.

Remove the traffic signal heads from their poles and standards, and remove traffic signal standards and poles from their concrete bases. Remove the attached transformer or pedestal bases, and trombone 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. Remove and dispose of all cable and wires except loop detector wire to remain in existing loop detectors.

Notify the engineer at least three working days prior, to make arrangements for delivering the salvaged traffic signal equipment to the city.

Load, transport and unload the salvaged materials from the construction site to the designated location. Dispose of all cable and wires, and abandon conduits properly.

The City of Shawano's contact information:

Eddie Sheppard
Assistant City Administrator – Public Works Coordinator
Department of Public Works
2905 E. Richmond Street
Shawano, WI 54166

D Measurement

The department will measure Remove and Salvage Signals, Green Bay Street and Airport Drive 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.0105.02	Remove and Salvage Signals, Green Bay Street and Airport Drive	LS

Payment is full compensation for inventorying; disconnecting and removing the wiring of the traffic signals; removing and disassembling the traffic signals; removing pull box frames and covers; 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.

38. Video Detection System, Green Bay Street and Airport Drive, Item SPV.0105.03.

A Description

This specification describes furnishing and installing a system that detects vehicles on a roadway using only video images of vehicle traffic. This item includes all materials and labor necessary to install a completely functional vehicle detection system including but not limited to cameras, processors, video monitor, mounting hardware, power cable, and coaxial cable.

B Materials

System Hardware - The video detection system (VDS) shall consist of up to two video cameras, a video detection processor (VDP) capable of processing from one to four video sources, output extension modules, video surge suppressors and a pointing device.

Available System Configurations - The proposed VDS shall be available in various configurations to allow maximum deployment flexibility. The proposed VDS shall have multiple configurations available for deployment as described in Table 1.

Table 1. VDS Configuration

Description	No. Video Inputs	No. Video Outputs	Mounting Configuration	Power Supply Requirements
Single-Channel Rack Mounted	1	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12 or 24 VDC Power From Rack
Dual-Channel Rack Mounted	2	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12 or 24 VDC Power From Rack
Quad-Channel Rack Mounted	4	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12 or 24 VDC Power From Rack

System Software - The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on-board video menu and a pointing device to place the zones on a video image. Up to 24 detection zones per camera view shall be available. A separate computer shall not be required to program the detection zones.

2. VDP Hardware

2.1 The VDS shall conform to Caltrans TEES, NEMA TS-1, and NEMA TS-2 electrical, mechanical, and environmental requirements.

2.2 VDP System Interfaces

2.2.1 Video Input - Each video input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source (camera sensor, DVD or video tape player).

2.2.2 Video Output - One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to cycle through each input video channel. The real time video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence.

2.2.3 Serial Communications - A serial communications port shall be provided on the front panel. The serial port shall be compliant with EIA232 electrical interfaces and shall use a DB9 type connector mounted on the front panel of the VDP.

2.2.4 Contact Closure Output - Open collector (contact closure) outputs shall be provided. Four (4) open collector outputs shall be provided for the single, dual or quad channel rack-mount configuration. Additionally, the VDP shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input.

2.2.5 Logic Inputs - Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module.

2.2.6 LED Indicators - Detection and status LEDs shall be provided on the front panel.

2.2.7 Test Switches - The front panel of the VDP shall have detector test switches to allow the user to manually place calls on each VDP output channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.

2.2.8 Mouse Port - A USB mouse port shall be provided on the front panel of the video processing unit.

2.2.9 Extension Module Port - Extension modules shall be connected to the VDP by an 8-wire twisted-pair cable with modular RJ45 connectors.

2.3 Extension Modules - Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide additional open collector outputs. The extension module shall be available in both 2 and 4 channel configurations. A separate I/O module with 32 outputs through a 37-pin "D" connector on the front panel and 8 inputs through a 15-pin "D" connector using an external wire harness for expanded flexibility shall also be available.

2.4 The VDP and EM shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the VDP or EM in a standard detector rack.

2.5 Firmware Upgrade - The VDP shall enable the loading of modified or enhanced software through the EIA232 or USB port (using a USB thumb drive).

3. VDP Software

3.1 General System Functions

3.1.1 Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters.

3.1.2 The VDP shall store up to three different detection zone patterns in non-volatile memory.

3.1.3 The VDP shall detect vehicles in real time as they travel across each detection zone.

3.1.4 The VDP shall accept new detection patterns from an external computer through the EIA232 port when the external computer uses the correct communications protocol for downloading detection patterns.

3.1.5 The VDP shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the video signal.

3.1.6 Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

3.1.7 The VDP shall provide up to 24 open collector output channels per camera input using one or more extension modules.

3.1.8 A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single approach of traffic movement.

3.1.9 Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location.

3.1.10 The VDP shall employ color overlays on the video output.

3.1.11 The VDP shall have the ability to show phase status (green, yellow, or red) for up to 8 phases. These indications shall also be color coded.

3.1.12 The VDP shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase.

3.1.13 For alpha numeric user inputs, the VDP shall utilize a virtual QWERTY keyboard on the video overlay system to ease user input.

3.1.14 The VDP shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse.

The additional zone shall utilize geometric extrapolation of the parent zone when creating the child zone. The process shall also automatically accommodate lane marking angles and zone overlaps.

4. VDS Camera Sensor

To accommodate deployment flexibility, the VDS camera sensor shall be compatible with all VDP platforms identified in Table 1. The VDS camera sensor shall be supplied by the VDS manufacturer.

4.1. The advanced camera enclosure shall utilize Indium Tin Oxide (ITO) technology for the heating element of the front glass. The transparent coating shall not impact the visual acuity and shall be optically clear.

4.2 Cable terminations at the camera for video and power shall not require crimping or special tools. The video termination shall only require a coax stripper and a screw driver. No connectors (e.g. BNC) shall be required. The power termination shall only require a standard wire stripper and screw driver.

4.3 The camera sensor shall allow the user to set the focus and field of view either at the camera sensor or from the controller cabinet.

4.4 The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.003 lux to 10,000 lux.

4.4 The imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.

4.5 The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

4.6 The camera shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.

4.7 The horizontal field of view shall be adjustable from 2.4 to 58 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 27x zoom lens with a focal length of 3.25mm to 88.0mm.

4.8 The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

4.9 The camera shall be housed in a weather-tight sealed enclosure made of 6061 anodized aluminum.

4.10 When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -34 °C to +74 °C and a humidity range from 0% RH to 100% RH.

4.11 The camera shall be powered by 120-240 VAC 50/60 Hz. Power consumption shall be 5 watts typical and 25 watts or less under worst conditions.

5. Installation

5.1 The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281.

5.2 The power cabling shall be 16 AWG three-conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The cabling shall comply with the National Electric Code, as well as local electrical codes.

5.3 The video detection camera shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

C Construction

The video detection cameras, cable/wiring, and cabinet modules shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

D Measurement

The department will measure Video Detection System, Green Bay Street and Airport Drive, as a single lump sum unit of work, completed acceptably.

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	Video Detection System, Green Bay Street and Airport Drive	LS

Payment is full compensation for furnishing and installing control units, cameras, cabling, mounting brackets, testing and setting up the system.

39. Traffic Signal Controller Equipment, Green Bay Street and Airport Drive, Item SPV.0105.04.

A Description

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

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.

B Materials

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

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.
 - a. Phases timing concurrently shall terminate simultaneously if both have a gap out due to excessive time between actuations.
 - b. Phases timing concurrently shall terminate simultaneously if both have a maximum time out.
 - c. 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
- Phase Omit per phase
- Omit Red Clearance per ring
- Maximum II per ring
- Stop Timing per ring
- Select Minimum Recall per controller
- Semi-Mode per controller
- Pedestrian Omit per phase
- Hold per phase
- Internal Max Inhibit per ring
- Red Rest per ring
- Force-Off per ring
- Manual Control per controller
- External Start per controller
- Conflict Monitor Status

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 (2) 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.

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.
- a. 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.
- b. Monitor shall be an Eberle Design Inc. Model SSM-12LEC or approved equal.

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.

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)

<u>POSITION</u>	<u>LABEL</u>	<u>FUNCTION</u>
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:

	<u>SIGNAL</u>	<u>OFF</u>
<u>FLASH</u>	Signals Flash	Signals Dark
<u>NORMAL</u>	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

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 $\frac{1}{4}$ 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 \pm 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 two 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.

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.

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.

Warranty

1. Each bidder shall certify that the equipment meets the required specification and shall provide a complete catalog description.
 - a. A 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.

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.

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.

Loop Detector Amplifiers

The contractor shall provide the necessary Loop Detector Amplifiers as required on the plans. They shall be Eberle Design Inc. model (LM 302T) 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% charge 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% charge 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.

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 anytime 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

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.

D Measurement

The department will measure Traffic Signal Controller Equipment, Green Bay Street and Airport Drive, as a single unit of work, completed acceptably.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Traffic Signal Controller Equipment, Green Bay Street and Airport Drive	LS

Payment for Traffic Signal Controller Equipment, Green Bay Street and Airport Drive, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing and installing the signal controller and conflict monitor together with cabinet, switches for flashing operation and fittings as are necessary to assure that the controller will perform said functions.

40. Salvage And Reinstall Emergency Vehicle Preemption, Item SPV.0105.05.**A Description**

This special provision describes removing, reinstalling, testing, and setup of existing emergency vehicle preemption equipment.

B (Vacant)**C Construction**

Inventory the quantity, condition, and operational characteristics of emergency vehicle preemption equipment including detectors and control cabinet components. Do not remove emergency vehicle preemption detectors from existing poles. Provide the engineer with a copy of the inventory.

Remove cabinet-housed emergency vehicle preemption components and safely store them for reuse in the new relocated traffic signal cabinet. New emergency vehicle preemption cable will be paid for separately under pertinent items provided in the contract.

Reinstall salvaged emergency vehicle preemption components in the new traffic signal cabinet. Setup and test preemption system and install operational characteristics in similar fashion to what was operational before intersection reconstruction.

D Measurement

The department will measure Salvage And Reinstall Emergency Vehicle Preemption as a single lump sum unit of work, completed acceptably.

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	Salvage And Reinstall Emergency Vehicle Preemption	LS

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

41. City of Shawano Welcome Sign, Item SPV.0105.06.

A Description

This special provision describes, excavating, masonry, assembly and installing welcome sign foundations, support columns, decorative veneer, and lighting necessary for installation of a welcome sign for the City of Shawano in accordance to the pertinent provisions of the standard specifications unless otherwise specified, the plans, and as hereinafter provided.

This special provision also includes contractor coordination with the City of Shawano and TLC Sign for installation by each of them respectively of the electrical feed and pre-assembled welcome sign and structural steel supports to complete the installation.

Contractor Coordination Contacts:

Shawano Municipal Utilities
Robert Koepp
122 North Sawyer Street
Shawano, WI 54166-0436
Office: (715) 701-8983
Mobile: (715) 853-9314
E-mail: rkoepp@shawanonet.net

TLC Sign
558 Eisenhower Drive, Suite A
Kimberly, WI 54136
(920) 731-4852 (Office)

B Materials

Furnish bar steel reinforcement for the concrete foundations conforming to standard spec 505.2.4.

Furnish 1-inch foam insulation as shown in the plans.

Furnish grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in 716 of the standard specifications.

Furnish concrete masonry block and mortar for masonry block conforming to standard spec 519.

Furnish fieldstone veneer and Type S mortar as shown in the plans.

Furnish limestone cap as shown in the plans.

Furnish LED flood light as shown in the plans.

All structural steel, bolts, threaded rods, plates, channels, and the pre-assembled welcome sign to be provided and installed by TLC Sign.

C Construction

C.1 General

The contractor shall locate the foundations so that after properly erecting and installing the sign it is at the position, elevation, and orientation the plans, and specifications specify, or as the engineer directs.

C.2 Excavation

Before beginning any excavation, locate all existing underground cable, utility, or drainage structures in the vicinity and conduct operations to avoid damaging them.

Excavate the foundation to the required depth and dimensions with minimal disturbance to adjacent soil.

Compact fill below and around the foundations to 98% of its maximum dry density as per ASTM D 698-70 (standard proctor) unless noted otherwise.

C.3 Placing Concrete

Contact TLC Sign a minimum of one week prior to pouring the concrete for the foundations to coordinate the installation of the two structural steel support poles by TLC Sign into the concrete.

Place the concrete for the foundations in the excavation, against the 1-inch foam insulation except as specified otherwise below.

Place concrete to the initial height the plans show.

Secure steel reinforcement in place before placing the concrete.

Construct the foundations to extend above the finished ground elevation a maximum of one inch according to plan details. For the upper surface, provide a level plane finished true to grade.

C4. Installing Masonry supports and Associated Coordination

Adequately brace structural steel support pole(s) for 14 days to allow for the concrete to set.

Wait until the concrete has attained 3500 psi compressive strength or seven equivalent days as specified in standard spec 02.3.10 prior to placing masonry block.

After a minimum of 14 days after pouring the concrete foundations, after completion of the placement of the masonry block and prior to the installation of the veneer for both of

the supports, contact TLC sign to complete installation of the sign cabinet and connection to the support poles. Contact TLC sign one week in advance of the desired installation date.

After installation of the contractor supplied flood light, notify Robert Koepp from Shawano Municipal Utilities three days in advance to install the electrical service feed to the flood light.

After completing work and before acceptance, remove and dispose of all excess excavation and surplus or discarded materials, and restore all work or property damaged during operations.

D Measurement

The department will measure City of Shawano Welcome Sign 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.0105.06	City of Shawano Welcome Sign	LS

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

42. Concrete Pavement 10-Inch SHES, Item SPV.0180.01.

A Description

This special provision describes constructing special high early strength concrete pavement as shown in the plans and as directed by the engineer, according to the requirements of the plans, the pertinent requirements for Special High Early Strength Concrete Pavement Repair as specified in standard spec 416 and as hereinafter provided.

B Materials

Provide a concrete mixture meeting the requirements for Special High Early Strength Concrete Pavement Repair as specified in standard spec 416.3.8.

C Construction

At the end of each working day, remove all equipment and material to a location outside of the clear zone where it does not present a hazard to traffic. Prior to opening lanes to traffic, remove solid and liquid debris from the traveled way pavement and shoulder areas by sweeping or vacuuming. Dispose of waste materials as prescribed in standard spec 204.3.1.3.

The opening of Concrete Pavement SHES to traffic shall be according to standard spec 415.3.15 and as follows: Before it is opened to traffic, cure the Concrete Pavement SHES a minimum of eight hours from the time of placement.

D Measurement

The department will measure Concrete Pavement 10-Inch SHES in area by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Pavement 10-Inch SHES	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; furnishing, hauling, placing, curing, and protecting the concrete; jointing and joint materials, dowels, and tie bars, unless provided otherwise; providing special high early strength concrete mix designs; the required making, testing and strength evaluations of all concrete cylinders; measuring pavement thickness, except as specified in standard spec 415.3.16.7; filling all core holes.

The department will pay for full depth saw cuts, removal of existing pavements, pavement ties, and dowel bars installed in the existing concrete pavement, exclusive of those necessary to repair damage caused by the contractor, separately.

(NCR 415.03-10152014)

43. Railroad Asphaltic Pavement Subgrade, Item SPV.0195.01.**A Description**

This special provision describes, installing asphaltic pavement underneath the WCL Railroad ballast and tracks according to the pertinent provisions of standard spec 465 unless otherwise specified, the plans, and as hereinafter provided.

B Materials

Furnish asphaltic mixture meeting the requirements specified for HMA 3 MT 58-28 S under these special provisions and standard spec 460.2, increasing the AC content by 0.5%. The engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8.

C Construction

Place and compact the asphaltic pavement after completing Railroad Marsh Excavation and Backfill.

Place and compact the asphaltic pavement in maximum 6-inch layer thicknesses. Compact railroad ballast after placement by WCL RR.

D Measurement

The department will measure Railroad Asphaltic Pavement Subgrade by the ton, 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.0195.01	Railroad Asphaltic Pavement Subgrade	TON

Payment is full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete 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 2 (number) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they

have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main> Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

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

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

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

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone: _____
Fax: _____
Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

550.5.2 Piling

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

- (3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:
- | Percent of Contract Length Driven | Pay Adjustment |
|-----------------------------------|--|
| < 85 | (85% contract length - driven length) x 20% unit price |
| > 115 | (driven length - 115% contract length) x 5% unit price |

643.2.1 General

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

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

Errata

Make the following corrections to the standard specifications:

641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

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

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

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

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

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

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

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

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

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

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

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
SHAWANO 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	29.20	17.42	46.62
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)	39.50	16.07	55.57
Painter	21.87	11.37	33.24
Pavement Marking Operator	24.10	22.57	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.			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Roofer or Waterproofer	19.00	9.33	28.33
Teledata Technician or Installer	22.25	12.24	34.49
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	30.27	21.15	51.42
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Pavement Marking Vehicle	33.22	13.85	47.07
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	24.13	14.61	38.74
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			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	5.94	24.27
Railroad Track Laborer	14.50	3.69	18.19

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 Mfgr.'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 Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub	36.72	21.15	57.87

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.46	21.15	57.61
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.17	21.15	57.32
Fiber Optic Cable Equipment.	28.89	17.95	46.84

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$30.67	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	30.77	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	30.82	15.55			
Group 4: Line and Grade Specialist	31.02	15.55			
Group 5: Blaster and Powderman	30.87	15.55			
Group 6: Flagperson; Traffic Control	27.30	15.55			

Truck Drivers:

1 & 2 Axles	25.63	18.96
Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic	25.63	18.96

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

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; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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: March 11, 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: March 11, 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	37.02	29%+9.77	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	33.90	24.47		
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	23.26		
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 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.		Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160510035PROJECT(S):
6243-07-70
6243-07-71FEDERAL ID(S):
WISC 2016177
WISC 2016178

CONTRACTOR : _____

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

SECTION 0001 Contract Item

0010	203.0100 Removing Small Pipe Culverts	EACH 1.000	.		.	
0020	204.0100 Removing Pavement	SY 300.000	.		.	
0030	204.0110 Removing Asphaltic Surface	SY 257.000	.		.	
0040	204.0150 Removing Curb & Gutter	LF 10,228.000	.		.	
0050	204.0155 Removing Concrete Sidewalk	SY 16.000	.		.	
0060	204.0195 Removing Concrete Bases	EACH 4.000	.		.	
0070	204.0215 Removing Catch Basins	EACH 8.000	.		.	
0080	204.0245 Removing Storm Sewer (size) 01. 12-Inch	LF 36.000	.		.	
0090	204.0245 Removing Storm Sewer (size) 02. 15-Inch	LF 6.000	.		.	

SCHEDULE OF ITEMS

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.0245 Removing Storm Sewer (size) 03. 18-Inch	24.000 LF	.		.	
0110	204.0245 Removing Storm Sewer (size) 04. 24-Inch	36.000 LF	.		.	
0120	204.0245 Removing Storm Sewer (size) 05. 30-Inch	6.000 LF	.		.	
0130	204.0270 Abandoning Culvert Pipes	1.000 EACH	.		.	
0140	205.0100 Excavation Common	8,999.000 CY	.		.	
0150	205.0400 Excavation Marsh	3,540.000 CY	.		.	
0160	209.0100 Backfill Granular	6,055.000 CY	.		.	
0170	213.0100 Finishing Roadway (project) 01. 6243-07-70	1.000 EACH	.		.	
0180	213.0100 Finishing Roadway (project) 02. 6243-07-71	1.000 EACH	.		.	
0190	305.0110 Base Aggregate Dense 3/4-Inch	206.000 TON	.		.	
0200	305.0120 Base Aggregate Dense 1 1/4-Inch	2,001.000 TON	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	306.0115 Salvaged Asphaltic Pavement Base	4,743.000 CY	.		.	
0220	416.0610 Drilled Tie Bars	30.000 EACH	.		.	
0230	416.0620 Drilled Dowel Bars	10.000 EACH	.		.	
0240	440.4410 Incentive IRI Ride	3,800.000 DOL	1.00000		3800.00	
0250	455.0605 Tack Coat	3,225.000 GAL	.		.	
0260	460.2000 Incentive Density HMA Pavement	7,193.000 DOL	1.00000		7193.00	
0270	460.4000 HMA Cold Weather Paving	2,235.000 TON	.		.	
0280	460.6223 HMA Pavement 3 MT 58-28 S	5,104.000 TON	.		.	
0290	460.6424 HMA Pavement 4 MT 58-28 H	6,182.000 TON	.		.	
0300	465.0105 Asphaltic Surface	22.000 TON	.		.	
0310	465.0315 Asphaltic Flumes	23.000 SY	.		.	

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FEDERAL ID(S):

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6243-07-70

WISC 2016177

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WISC 2016178

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	490.0100 Salvaged Asphaltic Pavement	40,599.000 SY	.		.	
0330	490.0200 Salvaged Asphaltic Pavement Milling	10,097.000 SY	.		.	
0340	520.8700 Cleaning Culvert Pipes	5.000 EACH	.		.	
0350	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	1.000 EACH	.		.	
0360	522.0115 Culvert Pipe Reinforced Concrete Class III 15-Inch	10.000 LF	.		.	
0370	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	12.000 LF	.		.	
0380	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	6.000 EACH	.		.	
0390	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	4.000 EACH	.		.	
0400	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	3.000 EACH	.		.	
0410	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	10.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0420	523.0519 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	.		.	
0430	601.0407 Concrete Curb & Gutter 18-Inch Type D	84.000 LF	.		.	
0440	601.0411 Concrete Curb & Gutter 30-Inch Type D	7,181.000 LF	.		.	
0450	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	72.000 LF	.		.	
0460	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	1,129.000 LF	.		.	
0470	601.0576 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type J	2,411.000 LF	.		.	
0480	602.0405 Concrete Sidewalk 4-Inch	2,198.000 SF	.		.	
0490	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	117.000 LF	.		.	
0500	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	20.000 LF	.		.	
0510	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	48.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0520	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	143.000 LF	.		.	
0530	609.0130 Relaid Storm Sewer 30-Inch	6.000 LF	.		.	
0540	610.0119 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	88.000 LF	.		.	
0550	611.0410 Reconstructing Catch Basins	24.000 EACH	.		.	
0560	611.0420 Reconstructing Manholes	4.000 EACH	.		.	
0570	611.0430 Reconstructing Inlets	1.000 EACH	.		.	
0580	611.0530 Manhole Covers Type J	9.000 EACH	.		.	
0590	611.0624 Inlet Covers Type H	57.000 EACH	.		.	
0600	611.0627 Inlet Covers Type HM	8.000 EACH	.		.	
0610	611.0630 Inlet Covers Type HM-GJ	7.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0620	611.1230 Catch Basins 2x3-FT	17.000 EACH	.		.	
0630	611.2004 Manholes 4-FT Diameter	1.000 EACH	.		.	
0640	611.8105 Adjusting Catch Basin Covers	26.000 EACH	.		.	
0650	611.8110 Adjusting Manhole Covers	4.000 EACH	.		.	
0660	611.8115 Adjusting Inlet Covers	5.000 EACH	.		.	
0670	618.0100 Maintenance And Repair of Haul Roads (project) 01. 6243. 07-70	1.000 EACH	.		.	
0680	618.0100 Maintenance And Repair of Haul Roads (project) 02. 6243-07-71	1.000 EACH	.		.	
0690	619.1000 Mobilization	1.000 EACH	.		.	
0700	620.0300 Concrete Median Sloped Nose	640.000 SF	.		.	
0710	621.0100 Landmark Reference Monuments	4.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0720	624.0100 Water	194.000 MGAL	.		.	
0730	625.0100 Topsoil	9,500.000 SY	.		.	
0740	627.0200 Mulching	5,490.000 SY	.		.	
0750	628.1504 Silt Fence	2,545.000 LF	.		.	
0760	628.1520 Silt Fence Maintenance	2,545.000 LF	.		.	
0770	628.1905 Mobilizations Erosion Control	8.000 EACH	.		.	
0780	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	.		.	
0790	628.2006 Erosion Mat Urban Class I Type A	5,081.000 SY	.		.	
0800	628.7005 Inlet Protection Type A	64.000 EACH	.		.	
0810	628.7015 Inlet Protection Type C	86.000 EACH	.		.	
0820	628.7555 Culvert Pipe Checks	30.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0830	628.7570 Rock Bags	263.000 EACH	.		.	
0840	629.0210 Fertilizer Type B	6.040 CWT	.		.	
0850	630.0120 Seeding Mixture No. 20	264.000 LB	.		.	
0860	631.0300 Sod Water	221.000 MGAL	.		.	
0870	633.5200 Markers Culvert End	33.000 EACH	.		.	
0880	634.0612 Posts Wood 4x6-Inch X 12-FT	15.000 EACH	.		.	
0890	634.0614 Posts Wood 4x6-Inch X 14-FT	75.000 EACH	.		.	
0900	634.0616 Posts Wood 4x6-Inch X 16-FT	15.000 EACH	.		.	
0910	637.0620 Sign Flags Permanent Type II	20.000 EACH	.		.	
0920	637.2210 Signs Type II Reflective H	886.560 SF	.		.	
0930	637.2230 Signs Type II Reflective F	95.390 SF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0940	638.2102 Moving Signs Type II	2.000 EACH	.		.	
0950	638.2602 Removing Signs Type II	68.000 EACH	.		.	
0960	638.3000 Removing Small Sign Supports	67.000 EACH	.		.	
0970	642.5201 Field Office Type C	1.000 EACH	.		.	
0980	643.0100 Traffic Control (project) 01. 6243-07-70	1.000 EACH	.		.	
0990	643.0100 Traffic Control (project) 02. 6243-07-71	1.000 EACH	.		.	
1000	643.0300 Traffic Control Drums	11,070.000 DAY	.		.	
1010	643.0420 Traffic Control Barricades Type III	3,608.000 DAY	.		.	
1020	643.0705 Traffic Control Warning Lights Type A	4,920.000 DAY	.		.	
1030	643.0715 Traffic Control Warning Lights Type C	1,148.000 DAY	.		.	
1040	643.0900 Traffic Control Signs	4,339.000 DAY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1050	643.0910 Traffic Control Covering Signs Type I	6.000 EACH	.		.	
1060	643.0920 Traffic Control Covering Signs Type II	19.000 EACH	.		.	
1070	643.1050 Traffic Control Signs PCMS	70.000 DAY	.		.	
1080	643.2000 Traffic Control Detour (project) 02. 6243-07-71	1.000 EACH	.		.	
1090	643.3000 Traffic Control Detour Signs	25,420.000 DAY	.		.	
1100	646.0106 Pavement Marking Epoxy 4-Inch	40,273.000 LF	.		.	
1110	646.0126 Pavement Marking Epoxy 8-Inch	2,668.000 LF	.		.	
1120	646.0600 Removing Pavement Markings	994.000 LF	.		.	
1130	647.0110 Pavement Marking Railroad Crossings Epoxy	2.000 EACH	.		.	
1140	647.0166 Pavement Marking Arrows Epoxy Type 2	29.000 EACH	.		.	
1150	647.0356 Pavement Marking Words Epoxy	6.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1160	647.0456 Pavement Marking Curb Epoxy	235.000 LF	.		.	
1170	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	344.000 LF	.		.	
1180	647.0606 Pavement Marking Island Nose Epoxy	9.000 EACH	.		.	
1190	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	855.000 LF	.		.	
1200	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	1,600.000 LF	.		.	
1210	650.4000 Construction Staking Storm Sewer	101.000 EACH	.		.	
1220	650.4500 Construction Staking Subgrade	11,273.000 LF	.		.	
1230	650.5000 Construction Staking Base	11,288.000 LF	.		.	
1240	650.5500 Construction Staking Curb Gutter and Curb & Gutter	4,450.000 LF	.		.	
1250	650.6000 Construction Staking Pipe Culverts	3.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	650.7000 Construction Staking Concrete Pavement	85.000 LF	.		.	
1270	650.8000 Construction Staking Resurfacing Reference	13,302.000 LF	.		.	
1280	650.8500 Construction Staking Electrical Installations (project) 01. 6243-07-70	LUMP	LUMP		.	
1290	650.8500 Construction Staking Electrical Installations (project) 02. 6243-07-71	LUMP	LUMP		.	
1300	650.9910 Construction Staking Supplemental Control (project) 01. 6243-07-70	LUMP	LUMP		.	
1310	650.9910 Construction Staking Supplemental Control (project) 02. 6243-07-71	LUMP	LUMP		.	
1320	650.9920 Construction Staking Slope Stakes	2,715.000 LF	.		.	
1330	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	230.000 LF	.		.	
1340	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	130.000 LF	.		.	
1350	652.0615 Conduit Special 3-Inch	125.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160510035PROJECT(S):
6243-07-70
6243-07-71FEDERAL ID(S):
WISC 2016177
WISC 2016178

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1360	652.0700.S Install Conduit into Existing Item	2.000 EACH	.		.	
1370	653.0135 Pull Boxes Steel 24x36-Inch	1.000 EACH	.		.	
1380	653.0140 Pull Boxes Steel 24x42-Inch	3.000 EACH	.		.	
1390	653.0905 Removing Pull Boxes	4.000 EACH	.		.	
1400	654.0101 Concrete Bases Type 1	3.000 EACH	.		.	
1410	654.0102 Concrete Bases Type 2	1.000 EACH	.		.	
1420	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	.		.	
1430	655.0230 Cable Traffic Signal 5-14 AWG	200.000 LF	.		.	
1440	655.0240 Cable Traffic Signal 7-14 AWG	300.000 LF	.		.	
1450	655.0260 Cable Traffic Signal 12-14 AWG	2,200.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1460	655.0515 Electrical Wire Traffic Signals 10 AWG	1,300.000 LF	.		.	
1470	655.0700 Loop Detector Lead In Cable	1,730.000 LF	.		.	
1480	655.0900 Traffic Signal EVP Detector Cable	1,150.000 LF	.		.	
1490	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Green Bay Street and Airport Drive	LUMP	LUMP		.	
1500	657.0100 Pedestal Bases	3.000 EACH	.		.	
1510	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	1.000 EACH	.		.	
1520	657.0305 Poles Type 2	1.000 EACH	.		.	
1530	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	.		.	
1540	657.0595 Trombone Arms 25-FT	1.000 EACH	.		.	
1550	658.0110 Traffic Signal Face 3-12 Inch Vertical	3.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1560	658.0120 Traffic Signal Face 5-12 Inch Vertical	5.000 EACH	.		.	
1570	658.0165 Traffic Signal Face 5-12 Inch Horizontal	1.000 EACH	.		.	
1580	658.0215 Backplates Signal Face 3 Section 12-Inch	3.000 EACH	.		.	
1590	658.0225 Backplates Signal Face 5 Section 12-Inch	6.000 EACH	.		.	
1600	658.0600 Led Modules 12-Inch Red Ball	9.000 EACH	.		.	
1610	658.0605 Led Modules 12-Inch Yellow Ball	9.000 EACH	.		.	
1620	658.0610 Led Modules 12-Inch Green Ball	9.000 EACH	.		.	
1630	658.0620 Led Modules 12-Inch Yellow Arrow	6.000 EACH	.		.	
1640	658.0625 Led Modules 12-Inch Green Arrow	6.000 EACH	.		.	
1650	658.5069 Signal Mounting Hardware (location) 01. Green Bay Street and Airport Drive	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1660	690.0150 Sawing Asphalt	1,963.000 LF	.		.	
1670	690.0250 Sawing Concrete	837.000 LF	.		.	
1680	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	300.000 HRS	5.00000		1500.00	
1690	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	1,200.000 HRS	5.00000		6000.00	
1700	SPV.0060 Special 01. Inlet Covers Type H-D	1.000 EACH	.		.	
1710	SPV.0060 Special 02. Adjusting Water Valve Boxes	10.000 EACH	.		.	
1720	SPV.0060 Special 03. Adjust Sanitary Manhole Covers	9.000 EACH	.		.	
1730	SPV.0060 Special 04. Reestablish Section Corner Monuments	1.000 EACH	.		.	
1740	SPV.0060 Special 05. Temporary Water Passage	67.000 EACH	.		.	
1750	SPV.0090 Special 01. Ditch Restoration	240.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1760	SPV.0090 Special 02. Concrete Curb and Gutter HES 6-Inch Sloped 30-Inch Type G	85.000 LF	.		.	
1770	SPV.0090 Special 03. Concrete Curb and GutterHES 6-Inch Sloped 36-Inch Type A	100.000 LF	.		.	
1780	SPV.0105 Special 01. Railroad Marsh Excavation and Backfill	LUMP	LUMP		.	
1790	SPV.0105 Special 02. Remove and Salvage Signals, Green Bay Street and Airport Drive	LUMP	LUMP		.	
1800	SPV.0105 Special 03. Video Detection System, Green Bay Street and Airport Drive	LUMP	LUMP		.	
1810	SPV.0105 Special 04. Traffic Signal Controller Equipment Green Bay Street and Airport Drive	LUMP	LUMP		.	
1820	SPV.0105 Special 05. Salvage and Reinstall Emergency Vehicle Preemption	LUMP	LUMP		.	
1830	SPV.0105 Special 06. City of Shawano Welcome Sign	LUMP	LUMP		.	
1840	SPV.0180 Special 01. Concrete Pavement 10-Inch SHES	260.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1850	SPV.0195 Special 01. Railroad Asphaltic Pavement Subgrade	65.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE