

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 5

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Milwaukee	2200-13-70	WISC 2016 307	West Highland Avenue, City of Milwaukee North 27 th Street to North 12 th Street	USH 18

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: September 13, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 15, 2019	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 15 %	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 Concrete base patching, HMA overlay, replacement of curb and gutter, sidewalk, and driveway approaches, upgrades to pedestrian ramps, permanent pavement markings, traffic control equipment, bioswales, and tree plantings.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- (1) Obtain bidding proposals as specified in **section 102** of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

- (3) The department will provide bidding information through the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

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

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.
 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid ExpressTM web site.
 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the ExpediteTM generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in [section 102](#) of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISION

1. General.

Perform the work under this construction contract for Project 2200-13-70, West Highland Avenue, City of Milwaukee, North 27th Street to North 12th Street, USH 18, Milwaukee 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 concrete base patching, HMA overlay, replacement of curb and gutter, sidewalk, and driveway approaches. Upgrades to pedestrian ramps, permanent pavement markings, traffic control equipment, bioswales, tree plantings, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract, but at least fourteen 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. 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.

Complete all mainline HMA pavement work prior to 12:01 AM, October 15, 2017.

Complete all contract work required within the limits of West Highland Avenue, except for furnishing and planting all plants and trees and Landscape Planting Surveillance and Care Cycles, and open to through traffic prior to 12:01 AM, November 4, 2017.

If the contractor fails to complete all contract work required within the limits of West Highland Avenue, except for furnishing and planting all plants and trees and Landscape Planting Surveillance and Care Cycles, and open to through traffic prior to 12:01 AM, November 4, 2017, the department will assess the contractor \$1,940.00 in interim liquidated damages, for each calendar day that the roadway remains closed after 12:01 AM, November 4, 2017. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Furnishing and planting all plants and trees shall not commence until May 1, 2018.

Complete all plantings prior to 12:01 AM, May, 15, 2018.

Complete all Landscape Planting Surveillance and Care Cycles prior to the contract completion date.

Do not commence work under this contract until the required traffic control devices and markings are in place and the engineer approves the installations. Once work has started on the contract, work continually until the contract work is complete. The contract will not be considered complete until all items on the contract are completed, including seeding and roadway finishing. If the contractor desires to work on Saturday, Sunday, or nationally recognized legal holidays, he must obtain approval from the engineer at least 24 hours in advance. If scheduling changes after approval has been obtained, the engineer must be notified as soon as possible, but not later than 12:00 p.m.

Do not disturb manholes unless otherwise detailed in plan. Handwork at manhole locations may be necessary.

All intersections must remain accessible to cars and pedestrians at all times.

Utilize drums at locations of work at curbs, inlets, manholes, or any other activities that temporarily affect the roadway or clear zone. Ramp all drop offs resulting from asphalt milling and paving operations at areas having cross traffic.

Construct curb and gutter, sidewalk and curb ramps at all pedestrian crossings such that at least one of the pedestrian crossings on West Highland Avenue is open at all times. Keep pedestrian pathways and construction activities separated at all times.

Construct sidewalk on one entire side of West Highland Avenue at a time such that a pedestrian can travel through the project without having to cross West Highland Avenue itself.

Adjust or reconstruct all manholes located in the area of pavement in accordance with the plans after placing the lower layer of asphalt. When required, ramp all protruding manholes, inlets, catch basins, and valves within the roadway with asphaltic material, as directed by the engineer, to permit the safe passage of vehicles. The cost of materials, labor, and equipment necessary to install such ramps is included in the contract unit price for bid item 611.8110 Adjusting Manhole Covers. Ramped areas are to be removed prior to placing the upper layer of asphalt. The cost of materials, labor, and equipment necessary to remove such ramps is included in the contract unit price for bid item 611.8110 Adjusting Manhole Covers.

Maintain and provide access for mail service, utility meter reading and garbage pickup.

Provide access to all properties within the limits of this contract for City of Milwaukee emergency vehicles and equipment that provides fire, police and rescue services for the public. In the event such access is required, cooperate to the fullest extent in accommodating emergency access in the shortest time possible.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval by the engineer.

Add the following to standard spec 107.18:

When performing the roadway cleaning operations, use equipment having vacuum or water-spray mechanisms to eliminate the dispersion of dust. If using vacuum equipment, it must have suitable, self-contained particulate collectors to prevent discharge from collecting bin into the atmosphere.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Evaluation of the Federal Highway Administration's Range-Wide Biological Assessment and Programmatic Informal Consultation process, and/or consultation with the United States Fish and Wildlife Service (USFWS) has determined the project will have "no effect" on northern long-eared bats. If additional construction activities beyond what was originally specified are required to complete the work, such as additional tree clearing, approval from the WisDOT Regional Environmental Coordinator (REC) is required prior to initiating these activities.

The species and all active roosts are protected by the Federal Endangered Species Act. If an individual or active roost is encountered during construction or Clearing operations, stop work and notify the project engineer and the WisDOT REC.

Maintain and provide pedestrian access to adjacent properties, businesses, and at bus stops where necessary, as directed by the engineer. Sections of the walkways that are disturbed or removed during construction activities shall be repaired prior to reopening. Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete and other obstructions on the sidewalk area at entrances to buildings or as directed by the engineer.

4. Traffic.

Add the following to standard spec 643.3.1:

Provide two-way traffic with minimum 11' lanes on West Highland Avenue and North 27th Street at all times during construction.

Place all temporary pavement markings as detailed in the plans, as shown in the standard detail drawings, and in conformance to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Ensure that traffic control is completely in place, by the end of the working day of a traffic switchover. Cover or remove conflicting pavement markings, signs and/or signals as necessary to avoid confusion.

Notify City of Milwaukee Police and Fire Departments, City of Milwaukee Traffic Engineering, and the Milwaukee County Transit System a minimum of 48 hours in advance of all switchovers of traffic lanes and closures of existing streets and traffic movements. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Do not interfere with the normal operations of the traffic signals at signalized intersections.

Keep abutting streets open to traffic at all times except for the minimum time necessary to place new HMA pavement.

When a pavement area is temporarily closed to traffic, the portion of the roadway remaining open shall be signed and delineated for traffic operations according to the accepted signing and delineation standards and according to Part VI of the Federal Highway Administration's "Manual on Uniform Traffic Control Devices". Sign and delineation design and placement, lane tapers, and transitions, and all other traffic control devices shall comply with the methods shown in the aforementioned manuals.

Access to all properties within the limits of this contract may be required from time to time by City of Milwaukee emergency vehicles and equipment, which provide fire, police, and rescue services for the public. In the event such access is required, the contractor shall cooperate to the fullest extent in accommodating emergency access in the shortest time possible.

Maintain driveway access for special needs residents at all times. Provide temporary driveways to these residences at the contract unit price for Temporary Pedestrian Surface Asphalt, Item 644.1410.S. Plating of concrete work as directed by the engineer to accommodate special needs residents shall be considered incidental to the Concrete Driveway 7-Inch bid item.

Inform property owners at least 48 hours prior to removing a driveway approach that serves that property. Driveway approach removal and replacement shall be scheduled, so that the time lapse between the removal and replacement is minimal. Do not close or

remove from service any commercial or residential approach without sufficient notice given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access.

Keep the following driveway approaches open for service at all times by removing and replacing one-half width at a time.

Station 53+75, RT

Station 55+75, RT

The City of Milwaukee's Traffic and Lighting Design section will provide all posting of parking restrictions on West Highland Avenue required to facilitate construction operations. Contact Mr. James Brown at 414-286-3276 three working days prior to the start of construction operations.

Maintain adequate turning provisions for vehicles, including buses and trucks, at all intersections during construction operations, as directed by the engineer.

Provide parking on the street whenever possible.

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 West Highland Avenue and North 27th Street traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Monday, July 3, 2017 to 6:00 AM Wednesday, July 5, 2017 for Independence Day;
- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day.

107-005 (20050502)

6. **Utilities.**

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

107-065 (20080501)

The City of Milwaukee has notified the department that the following operations necessary for the construction of new facilities and/or adjustment of existing facilities will be coordinated with the contractor's construction operations by each representative utility unless otherwise noted. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required by statutes. The contractor shall use caution to ensure the integrity of underground facilities and shall maintain code clearances from overhead facilities at all times.

Note: Bidders are advised to contact each utility company listed in the plans prior to preparing their bid to obtain current information on the status of each utility company's work required in association with the project. Existing trees, street light poles, hydrants and utility poles are to remain in place during construction. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants, poles, other utilities and any other physical structures and the paving equipment.

AT&T Wisconsin

There are five manholes that will be adjusted by AT&T, and will perform this work in coordination with the contractor. Allow 10 days to perform this work. Locations and offsets are as follows:

MH #4208 @ Station 4+90 LT 12'
MH #4209 @ Station 6+90 LT 11'
MH #1001 @ Station 8+60 LT 45'
MH #2B01 @ Station 28+00 LT 35'
MH #2001 @ Station 41+20 LT 45'

Provide AT&T at least 30 working days advance notice, by contacting Mr. Jeff Oldenburg at (262) 523-7407 (office) and/or (414) 412-7047 (cell).

ATC Management, Inc.

ATC has 138kV transmission facilities underground on North 24th Street crossing W. Highland Ave. No conflicts are anticipated. Contact Mr. Chris Dailey at (262) 506-6881 with any questions.

City of Milwaukee

Street Lighting

Light poles and other equipment are located between the curb and walk, and in the medians, throughout the project corridor. Cabling/wiring is located directly behind the curb head. Exercise caution when working in these areas.

Any accidental damages to these facilities are to be reported, as soon as possible, to Street Lighting Field Operations at (414) 286-3481. The contractor will be held liable for those costs.

The contractor must keep the area behind the curb free from over-pour and other debris.

If the contractor requests the relocation of any street lighting facilities, permanent or temporary, for his convenience, he will be responsible for all costs incurred by Street Lighting personnel fulfilling his request.

To coordinate any needed work contact Mr. Dennis Miller at (414) 286-5942 (office) or (414) 708-4251 (cell).

Traffic Signals

City of Milwaukee Traffic Signals and Signs has facilities located within the limits of the project. Specified PVC Conduits, vaults, bases, and monotube mast arm structures are to be installed by contractor as part of this project. Prior to construction, any needed pole, signal standard, and control cabinet relocations; and temporary traffic signal work will be completed by City of Milwaukee forces. Coordinate all traffic control staging with the City of Milwaukee.

In coordination with contractor installed facilities, cable and signal hardware will be installed, modified, upgraded, and replaced by City of Milwaukee forces as part of a Local Force Account (LFA) contract that is related to the project.

Provide a 10-working day advance notice to Mr. Al Nichols of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-3687 (office) or (414) 708-5148 (mobile) to coordinate the installation of traffic signal materials. Coordinate all Traffic Signal Operation with Mr. Joseph Blakeman of the City of Milwaukee's Traffic Engineering at (414) 286-8070 as well as any city traffic signal concerns.

Underground Conduits and Communications (TES)

The contractor will adjust all TES manholes covers. TES manholes covers owned by the City of Milwaukee will be adjusted by the contractor as part of the construction project and paid for by City of Milwaukee as a nonparticipating pay item. Contact Mrs. Karen Rogney at (414) 286-3243 with any questions or concerns.

Water

Adjustments to Milwaukee Water Gate Valve Boxes located in the City of Milwaukee shall be adjusted by the contractor as part of the construction project and paid for by City of Milwaukee as a nonparticipating pay item. There will be one hydrant adjustment. To coordinate any needed work contact Mr. Dave Goldapp at (414) 286-6301 (office) or (414) 708-2695 (cell).

Sanitary Sewer

Combined and storm sewer manholes, catch basins and inlets, will be installed by the contractor. Adjusting Manhole Covers with Internal Sanitary Manhole Seals will be performed by the contractor as part of the construction project and paid for by City of Milwaukee as a nonparticipating pay item. Under a separate City of Milwaukee contract, combined sewer mains will be relayed before work on the roadway commences. Contact Mr. Musa Abu-Khader at (414) 286-2432 with any questions or concerns.

Time Warner Cable

Time Warner Cable has underground fiber/coax crossing W. Highland Ave at Stations 08+38, 17+43, 40+80, 58+65. No conflicts anticipated. Contact for Time Warner Cable is Mr. Steve Cramer at (414) 277-4045.

WE Energies – Electric

WE Energies – Electric will adjust four manhole covers, and will perform this work in coordination with the contractor. Provide WE Energies – Electric at least 10 working days advance notice, by contacting Mr. Kenneth Franecki at (414) 944-5531. Allow 10 days to perform this work.

WE Energies – Gas

WE Energies – Gas has facilities that are located in the area of the medians that are proposing to relocate to behind the west curb, before the start of construction. We Energies gas will adjust valve boxes and test wire locate points during construction, provide 14 working days advance notice by contacting Mr. Josh Mount at (414) 218-2053. Allow 30 days to perform this work.

WE Energies – Steam

Have existing underground facilities located adjacent to the project limits. No conflicts anticipated. Contact Mr. Keith Schaefer at (414) 221-2464 with any questions.

NOTE: It is imperative that the highway contractor contact We Energies if removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that

unmarked facilities have been discontinued. 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. We Energies Electric Dispatch, (800) 662-4797; We Energies Gas Dispatch, (800) 261-5325.

7. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of vehicles on roadways carrying West Highland Avenue, North 27th Street, and side road traffic. No earth moving equipment shall travel on side roads without approval from the City of Milwaukee.

When hauling across any public roads, provide the necessary flagging and signing to control the movements of the construction equipment.

8. Notice to Contractor – Contamination Beyond Construction Limits.

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

1. Station 38+00 to 41+00, beyond project limits left.
2. Station 58+40 to 59+75, beyond project limits left.

The contaminated soils 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 :

Andrew Malsom
WisDOT SE Region
141 NW Barstow St.
Waukesha, WI 53187
(262) 548-6705

107-100

9. Notice to Contractor – Emerald Ash Borer.

Clearing and Grubbing

This applies to projects in the emerald ash borer (EAB) quarantined zones to include the following counties:

Brown	Crawford	Fond du Lac,	Kenosha
La Crosse	Milwaukee	Ozaukee	Racine
Sheboygan	Vernon	Washington	Waukesha

Supplement standard spec 151-1.3 for airport construction, with the following:

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus sp.*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees species attacked by emerald ash borer include the following:

Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.

Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.

White ash (*F. americana*) tends to occur primarily in upland forests, often with sugar maple (*Acer saccharum*).

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems.

Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter.

Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

**ATCP 21.17 Emerald ash borer; import controls and quarantine.
Importing or Moving Regulated Items from Infested Areas; Prohibition.**

Except as provided in subparagraph (3), no person may do any of the following:

Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.

(b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. subsection (1) applies to new regulated areas as those areas are identified in the CFR.

Regulated Items. The following are regulated items for purposes of subparagraph (1):

The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.

Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Regulatory Considerations

The quarantine means that ash wood products may not be transported out of the quarantined area.

Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

Chipped Ash Trees

May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.

With the written permission of the engineer, chipped material may be buried on site within the airport property as directed by the engineer according to standard spec 201.3(14).

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3(15).

Burning chips is optional if in compliance with standard spec 201.3.

Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, Branches, and Roots

May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

Burning is optional if in compliance with standard spec 201.3.

Ash logs, branches, and roots must be disposed of immediately and may not be stockpiled.

All additional costs will be incidental to clearing and grubbing items.

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor.

Obtain updated quarantine information at the DNR Firewood Information Line at (800) 303-WOOD.

Furnishing and Planting Plant Materials

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at www.datcp.state.wi.us. subsection (1) applies to new regulated areas as those areas are

identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison WI 53708-8911

Regulated Items

More frequent updates, if any, are available on the DATCP website at www.datcp.state.wi.us. subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.

10. Erosion Control.

Perform the work under this item according to the requirements of standard spec 107.20 and supplemented as follows:

Topsoil graded areas as designated by the engineer, immediately after grading is completed. Apply finishing items including sod and fertilizer, within three calendar days after placement of topsoil.

Take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curbs and gutters, and at other locations as determined by the engineer. Protect storm drain inlets and manholes at locations determined by the engineer with a filter fabric meeting accepted design criteria, standards, and specifications. Maintain all erosion control measures until such time as the engineer determines the measures are no longer necessary.

Submit the Erosion Control Implementation Plan (ECIP) 14 days prior to the preconstruction meeting for approval by the Department and concurrence by the Wisconsin Department of Natural Resources. Contractor will not be allowed to start until the ECIP is signed off on by both agencies.

11. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

Upon request the City of Milwaukee Department of Neighborhood Services (DNS), will issue a construction noise variance, to work outside of the hours indicated above. Contact:

Department of Neighborhood Services
4001 South 6th Street
(414) 286-2268
107-001

12. Additional Work Done By Others.

The contractor is to give a notice ten business days in advance of the scheduling of work that requires that city signs to be removed. The contact person to coordinate with is Mr. Kevin Antczak at (414) 286-3236.

13. Removing Concrete Driveway Approaches.

The removal of concrete driveway approaches shall be included in, measured, and paid for under bid item 204.0155 Removing Concrete Sidewalk.

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

A Description

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

B (Vacant)

C Construction

C.1 Equipment

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

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

C.2 Methods

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

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

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

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

D Measurement

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

E Payment

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

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

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

15. Removing Concrete Curb and Gutter for Inlet Frame and Grate Installation.

Add the following to standard spec 204.4(5):

The contractor shall remove curb and gutter, at the nearest joints, in order to install each inlet frame and grate. The length of replaced curb and gutter outside the concrete inlet section shall be kept to a minimum: However, in no case shall the replaced curb and gutter exceed a 10' dimension. If an existing joint or crack is within two feet of the removal limit, the removal shall be to the joint.

The replaced curb and gutter elevations shall match the proposed curb and gutter elevation at the saw line. Minimum of two pavement dowels shall be used on each side of the new curb and gutter to connect to existing curb and gutter at the saw line. The cost of this work shall be included in the unit price bid for concrete curb and gutter.

16. Preserving Trees, Shrubs, and Planting Areas for the City of Milwaukee Forestry Division.

Replace standard spec 205.3.15 with the following:

The following requirements apply to all trees, shrubs, planters, and medians located within the project area, which are not marked for removal.

General

All cutting for the removal of sod and soil in order to establish a finished grade within 4 feet of existing trees must be done manually if necessary.

No construction equipment, cars, trucks, and/or materials shall be parked or stored on any median or tree border on this project or adjacent roadways.

Root foundations must remain adequate to withstand heavy windstorms.

Root systems of street trees shall not be cut for the installation of any type of cable by the contractor or city department. Contact the Forestry Division at (414) 708-2428 for directional boring specifications.

Caution should be used during the construction process to avoid damage to the roots, trunks, and branches of all street trees. Damage caused to any street tree or irrigation system will be repaired by the City of Milwaukee's Forestry Division and the costs of repair, rejuvenation, and/or value lost will be billed to the contractor or credited against the contract at the option of the city.

At locations where the contractor has not complied with the forestry special requirements stated in the special provisions above, and the maximum clearance was exceeded or a thin form was not used, a minimum credit to the city of \$50.00 per location will be taken. The credit will increase in proportion to the excess distance beyond clearance allowed. The credit will be \$50.00 for each 2-inch increment or part thereof in excess of the initial clearance allowed. Any damage to the tree's structure totaling 15 percent of the trees value will be billed on a prorata basis. If, in the opinion of the City of Milwaukee's Forestry Division, the tree has been damaged to the point that it warrants removal, the credit that will be taken will be equal to \$100.00 per inch diameter of the tree. A field measurement will be taken to determine the tree size.

Removals

The following 39 trees are to be removed by the contractor:

7" Hackleberry at Station 6+55 N/S	6" Oak at Station 5+05 Median
11" Hackleberry at Station 6+82 N/S	9" Maple at Station 6+70 Median
9" Ash at Station 7+37 N/S	11" Flowering Crab @ Station 9+44 Median
13" Hackleberry at Station 9+17 S/S	1" Maple at Station 15+60 Median
11" Hackleberry at Station 9+60 S/S	5" Flowering Crab @ Station 15+82 Median
9" Ash at Station 10+02 S/S	1" Flowering Crab @ Station 20+00 Median
11" Ash at Station 45+27 N/S	14" Locust @ Station 20+29 Median
7" Ash at Station 45+62 N/S	11" Maple at Station 22+80 Median
20" Ash at Station 45+82 S/S	1" Bald Cypress at Station 26+84 Median
10" Elm at Station 56+40 S/S	4" Birch at Station 27+15 Median
7" Elm at Station 56+89 S/S	1" Cypress at Station 27+42 Median
2" Oak at Station 57+31 S/S	12" Maple at Station 30+59 Median
18" Maple at Station 57+47 N/S	4" Flowering Crab @ Station 35+49 Median
8" Ash at Station 57+77 S/S	1" Maple at Station 35+92 Median

4" Maple at Station 58+20 S/S

1" Filbert at Station 58+50 S/S

1" Maple at Station 59+05 S/S

1" Cypress at Station 40+00 Median

14" Flowering Crab @ Station 40+29 Median

1" Cypress at Station 45+56 Median

1" Cypress at Station 46+92 Median

8" Maple at Station 54+46 Median

8" Maple at Station 54+66 Median

8" Maple at Station 54+85 Median

1" Coffee at Station 55+15 Median

Sidewalk Construction

The root system on the walk side of the tree shall be cut not deeper than 9" below the finished grade of the new walks, and not more than 5" from the edge of the new walk. Roots in the walk area shall be removed only to a depth of 9" below finished grade of the new walk.

When replacing walk adjacent to the following tree locations, a slip form must be used. Additionally, soil disturbance in the tree border should be limited to not more than 1/4" beyond the edge of the new walk.

Station 3+30 N/S, Station 10+75 S/S, Station 10+90 N/S, Station 11+30 N/S, Station 11+80 N/S, Station 13+37 N/S, Station 20+20 S/S, Station 22+79 S/S, Station 23+26 N/S, Station 23+80 S/S, Station 28+93 S/S, Station 32+45 N/S, Station 33+66 N/S, Station 34+29 S/S, Station 38+72 S/S, Station 43+22 N/S, Station 50+00 S/S, Station 51+49 N/S, Station 52+80 N/S.

Adjacent to the following tree locations, the new walk should be arched.

Station 2+72 N/S, Station 11+09 S/S, Station 11+44 S/S, Station 14+54 S/S, Station 16+78 N/S, Station 17+26 N/S, Station 24+90 N/S, Station 25+42 N/S, Station 27+87 N/S, Station 28+22 N/S, Station 28+72 N/S, Station 29+44 S/S, Station 47+44 S/S, Station 57+14 N/S.

Sidewalks are to be removed, and roots cut, by use of hand implements only.

Carriage Walk Construction

When constructing or replacing carriage walks, roots shall not be cut by means of using mechanical root cutting machines. If root removal is essential to carriage walk replacement, roots shall be manually cut with hand implements. Roots shall be removed not deeper than 9 inches below the finished grade of the new carriage walk.

Curb, Gutter, and Road Construction

The root system on the curb side shall be cut not more than 2 inches behind the back edge of the new curb, and not more than 18 inches in depth when constructing the new curb and gutter.

The root system on the curb side shall be cut not more than ¼" behind the back edge of the new curb and a ¼" slip or thin form, or slip form paver shall be used for the following trees:

Station 11+44 S/S, Station 11+54 S/S, Station 14+12 N/S, Station 16+78 N/S, Station 17+01 S/S, Station 17+26 N/S, Station 23+80 S/S, Station 27+41 S/S, Station 27+87 N/S, Station 28+22 N/S, Station 28+22 S/S, Station 30+72 N/S, Station 33+66 N/S, Station 34+90 N/S, Station 35+36 N/S, 35+75 N/S, 37+14 S/S, Station 37+43 N/S, Station 38+53 N/S, Station 39+21 N/S, Station 39+98 S/S Station 40+37 S/S, Station 42+76 N/S, Station 43+22 N/S, Station 43+59 N/S, Station 46+32 N/S, Station 54+96 N/S.

When constructing or replacing driveways or driveway approaches; roots shall not be cut by means of mechanical root cutting machines. If root removal is essential to driveway replacement, roots shall be manually cut with hand implements.

Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction.

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://wisconsin.dot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/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. Ride Quality.

Delete standard spec 440. Ride quality does not apply to this contract.

19. Temporary Pedestrian Surface Asphalt, Item 644.1410.S; Temporary Pedestrian Surface Plywood, Item 644.1420.S; Temporary Pedestrian Surface Plate, Item 644.1430.S.

A Description

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

B Materials

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

- Asphaltic surface conforming to standard spec 465.2.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

C Construction

Place, compact, and level a dense graded aggregate foundation before placing the surface.

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.
- Framed plywood panels 4 feet wide with a skid resistant surface coating.
- Steel or prefabricated plate with a skid resistant surface coating.

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

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

D Measurement

The department will measure temporary pedestrian surface by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1410.S	Temporary Pedestrian Surface Asphalt	SF
644.1420.S	Temporary Pedestrian Surface Plywood	SF
644.1430.S	Temporary Pedestrian Surface Plate	SF

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

644-010 (20150630)

20. Pedestrian and Bicycle Accommodations in Temporary Work Zone.

The contractor shall provide and maintain fully accessible, safe, and direct passage for pedestrians and bicycles, through the temporary work zone, which must be fully compliant with access requirements for people with disabilities, as specified in the American with Disabilities Act. All traffic control devices used to provide and maintain safe access, must be fully consistent with specifications for traffic control devices included in the Manual on Uniform Traffic Control Devices. Specific locations for pedestrian and bicycle access accommodations are to be maintained during construction, per direction of the City of Milwaukee construction supervisor and the field inspector.

21. Coordination with Milwaukee County Transit (MCTS).

During construction of new bus pads and sidewalk pads for bus stops, MCTS will coordinate with the contractor to determine where temporary bus stops should be installed. MCTS crews will remove the existing bus stop signs/shelters and MCTS will install temporary signs. Contact MCTS at least ten working days before relocation of bus stops is required.

22. Protection of Concrete.

Add the following to standard spec 415.3.14:

Provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. Finisher must actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

Include the cost for providing the finisher(s), the necessary equipment, and materials in the contract unit price for each concrete item.

23. Concrete Identification Stamping.

Stamp ends of all monolithic portland cement concrete surfaces with a stamp bearing the contractor's name and the year of construction. Make all letters 2-inches in height.

Include the cost of this work in the contract unit price for other Portland cement concrete items and no additional payment will be made.

24. Drilled Tie Bars.

Perform the work under this item according to the requirements of standard spec 416.3.3 and as hereinafter provided.

Install pavement tie bars at locations where the new concrete base patches and curb and gutter abut existing concrete pavement. Space tie bars 3 feet center-to-center and install on a skew horizontally. Alternate the direction of the skew after every two bars.

25. Tack Coat.

Add the following to standard spec 455.3.2.1(2):

Apply the diluted tack coat between all layers of asphaltic surfacing and between existing pavement and new asphaltic surfacing.

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

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

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one 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/ft^3 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/ft^3 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/ft^3 , use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft^3 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)

27. Concrete Aggregates.

Add the following to standard spec 501.2.5.4.4 (3) Size Requirements:

Coarse aggregate for Concrete Grade A must consist entirely of Size No. 1 when used in curb, curb and gutter, driveways, sidewalk or steps.

28. Street Lighting Conduit Box-Outs.

The labor associated with construction of the 30-inch x 40-inch concrete sidewalk box outs shown on the lighting conduit plans for street light poles, signal standards, and/or conduit junction boxes will be paid for under bid item 602.0410, Concrete Sidewalk 5-Inch.

29. Adjusting Manhole Covers.

Perform this work according to the pertinent provisions of standard spec 611, as shown on the plans, and as follows.

Make manhole cover adjustments as shown in the plans, or as otherwise directed by the engineer. The costs for adjusting manholes by the contractor will be paid under the appropriate bid items.

Delete paragraph (3) from standard spec 611.3.7:

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

If the manhole frame is higher than the adjacent pavement, the engineer will make two measurements at each end of the straightedge and average these two measurements. The same criteria for acceptance and payment as above apply.

30. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)**D Measurement**

The department will measure Cover Plates Temporary 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
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20151210)

31. Furnishing and Planting Plant Materials.

Add the following to standard spec 632:

All spring trees planted shall be freshly dug prior to planting. Spring planting of trees and all plants including plants in signature beds, bio-swales shall be properly cared for from the time of planting, for a period of 12 months after a final inspection and the acceptance of the work.

Replace standard spec 632.2.6 Mulch with the following:

Provide mulch conforming to standard spec 627 that consists of shredded hardwood bark that is substantially free of noxious weed seeds and objectionable foreign material. Obtain the engineer's approval for the type of mulch used.

32. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

632-005 (20070510)

Add the following to standard spec 632.3.19.1:

Remove all trash and leaves and clean around all overflow structure to prevent clogging from all bioswales.

33. Sod Lawn.

Replace standard spec 631.3.5 with the following:

Water sod for 10 consecutive days after placement, and keep all sodded areas thoroughly moist by watering or sprinkling, if rainfall is not sufficient to achieve sod rooting to the earth bed.

34. Field Office.

Add the following to standard spec 642:

Locate the field office, at a distance that is not greater than $\frac{1}{4}$ mile from the project location.

35. Traffic Control.

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

Submit all traffic control change requests to the engineer, at least 3 working days prior to an actual traffic control change. A request does not constitute approval.

Permanently label each barricade, sign or other traffic control device with the name and telephone number for 24-hour emergency service, printed in letters at least $\frac{3}{4}$ -inches in height.

No operation may proceed until all traffic control devices for such work are in the proper location.

Replace standard spec 643.3.1(6) with the following:

During the life of this contract, provide 24 hour-a-day availability of equipment and forces to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. In no case may any barricade, light, or other traffic control device be out of service for more than 2 hours. The cost to maintain and restore the above items is incidental to the item of traffic control and no additional payment will be made therefore.

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

Provide the City of Milwaukee Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Cover all traffic control signs and have flags removed when not in use.

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

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

Park or store equipment and materials only at work sites approved by the engineer.

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.

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

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

36. Conduit Rigid Nonmetallic Schedule 40 1 ½-Inch, Item 652.0220; Schedule 40 2-Inch, Item 652.0225; Schedule 40 2 ½-Inch, Item 652.0230; Schedule 40 3-Inch, Item 652.0235.

This work consists of furnishing and installing PVC conduits according to standard spec 652, and as shown in the plan details.

Locations of the conduits where they are required are identified in the plans. However, installation will require integration with existing field conditions. Appropriate adjustment on conduit locations may be made if the field conditions are such that the pipes cannot be installed at the specified locations. Any relocation of greater than five feet must be approved by the engineer.

Plan changes must be approved by the City of Milwaukee Electric Services Supervisor. The primary contacts are Mr. Dennis Miller, Street Lighting Supervisor (414) 286-5942 office, (414) 708-4251 mobile; or Mr. George Berdine, Street Lighting Supervisor (414) 286-5943 office, (414) 708-4245 mobile.

37. Conduit Special 3-Inch, Item 652.0615.

These works consist of furnishing and installing rigid nonmetallic schedule 40 (PVC) conduits according to standard spec 652, and as shown in the plan details.

Locations of the conduits where they are required are identified in the plans. However, installation will require integration with existing field conditions. Appropriate adjustment on conduit locations may be made if the field conditions are such that the pipes cannot be installed at the specified locations. Any relocation of greater than five feet must be approved by the engineer.

Plan changes must be approved by the City of Milwaukee Electric Services Supervisor. The primary contacts are Mr. Dennis Miller, Street Lighting Supervisor (414) 286-5942 office, (414) 708-4251 mobile; or Mr. George Berdine, Street Lighting Supervisor (414) 286-5943 office, (414) 708-4245 mobile.

38. Concrete Base Type 10, Item 654.0110.

Replace paragraph (4) of standard spec 654.2 as follows:

Contractor shall supply templates, anchor rods, nuts, and washers for installation as shown on the plans.

Add the following to standard spec 654.3:

Contractor shall contact City of Milwaukee sewer engineering three working days prior to excavating any concrete bases. Please contact Mr. Bob Brooks at (414) 286-3241 or Ms. Nancy Alvarado at (414) 286-2013 to confirm lateral clearance with sewer facilities.

39. Engineered Soil, Item SPV.0035.01.

A Description

Furnish engineered soil at areas designated on the Planting – Bioswales plans and at the direction of the engineer.

B Materials

B.1 Technical Specifications

The soil mixture shall consist of a mixture of silica sand and compost. The mix shall be designed to approximate the following percentages by volume.

Engineered Soil Component	Percentage Composition (by volume)
Silica Sand	70
Compost	30

Compost for Bioretention Basin -the compost shall meet the requirements of the Wisconsin Department of Natural Resources' (WDNR) technical standard 1004, bioretention for infiltration and WDNR specifications 100, Compost.

The engineered soil mixture shall have a pH between 5.5 and 6.5 and have adequate nutrient content to meet plant growth requirement.

B.2 Verification

The contractor shall contact Mr. Scott Baran of the City of Milwaukee at (414) 708-8209 at least three working days prior to placement in order to inspect the engineered soil prior to placement.

C Construction

All engineered soil shall extend at a slope 2:1 or 3:1 (see plan sheets, slope varies with each bioswale) and shall be underlined by a 4-inch bedding layer. The engineered soil shall include the removal of existing vegetation, native soil and providing all labor, equipment, and materials to supply, mix, and install the engineered soil, which includes sand and compost.

The contractor shall provide at least one person who shall be present at all times during the preparation and placement of the engineered soil, who shall be thoroughly familiar with the type and operation of equipment being used. The person shall direct all work performed under this section.

D Measurement

The department will measure Engineered Soil as quantity of soil acceptably placed, with the appropriate documentation, in cubic yards.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Engineered Soil	CY

Payment is full compensation for furnishing and placing the engineered soil; and for providing documentation to the engineer that the engineered soil meets specifications.

40. Bedding Layer, Item SPV.0035.02.

A Description

Furnish and install bedding layer in conjunction with the placement of the engineered soil.

B Materials

The bedding Layer shall be 3/8 inch dry pea gravel.

C (Vacant)

D Measurement

The department will measure Bedding Layer as quantity of pea gravel in cubic yards, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Bedding Layer	CY

Payment is full compensation for furnishing and placing the bedding layer.

41. Storage Layer, Item SPV.0035.03.**A Description**

This special provision describes the furnishing and installation of the storage layer for the bioswales.

B Materials

The storage layer shall consist of 1-1/2 inch clean stone base in the bioswales as shown on the plans. The 1-1/2 inch stone base shall be crushed washed stone with a 40% void ratio.

C Construction

The storage layer shall be placed as shown on the construction plans.

D Measurement

The department will measure Storage Layer by the cubic yards, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.03	Storage Layer	CY

Payment is full compensation for furnishing all work and materials necessary to install the storage layer as shown on the plans.

42. Temporary Crosswalk, Item SPV.0045.01.**A Description**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on temporary surface material.

B Materials

Furnish a hard temporary surface material consisting of asphaltic surface temporary conforming to standard spec 465, any grade of concrete, skid resistant steel plating, or

alternative material as approved by the engineer. Gravel or base course material is not acceptable.

C Construction

Install, maintain, move, and remove temporary surface material at temporary crosswalk locations as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. Provide a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the engineer; meeting the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Reconstruct or relay temporary Crosswalk when disturbed by construction operations or utility trenches.

For crossing along West Highland Avenue the crosswalks may have a cross slope that is equal to the profile slope of the roadway.

On side roads the crosswalk shall have a 1.5 percent (2.0% maximum) cross slope.

D Measurement

The department will measure Temporary Crosswalk by the day acceptably completed. The measured quantity will equal the number of calendar days a crosswalk through the work area, as shown on the traffic control plans, is open to pedestrian traffic. A crosswalk is defined as an accessible crossing of a single leg of an intersection. A crossing of a street with an island within the route will be considered a single crosswalk. Each day that the crosswalk/sidewalk is out of service for more than 2 hours will result in one day being deducted from the quantity measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Crosswalk	Day

Payment is full compensation for furnishing, loading, hauling; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; and for reconstructing or relaying the temporary surface material.

43. Construction Staking Curb Ramp, Item SPV.0060.01.

A Description

Perform this work according to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of the curb map including points of change in

alignment grade. Locate stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Construction Staking Curb Ramp	Each

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

44. Utility Line Opening, Item SPV.0060.02.

A Description

Excavate to uncover utilities for the purpose of determining elevation and potential conflicts as shown on the plans or as directed by the engineer.

Excavate in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

Perform the utility line openings (ULO) as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening shall be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings shall include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

All utility line openings shall be approved and coordinated with the engineer. Notify the utility engineers or their agents of this work a minimum of three days prior to the work so they may be present when the work is completed. The need for performing ULO's as shown on the plans shall be verified since some of the utilities may have been relocated prior to the start of construction.

B (Vacant)

C Construction

It is recommended the contractor use "pot holing" technology to perform this work.

D Measurement

The department will measure Utility Line Opening as each individual ULO, acceptably completed. There shall be only one unit paid per ULO.

E Measurement

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Utility Line Opening	Each

Payment is full compensation for the excavation required to expose the utility line, backfilling with existing material removed from the excavation, compacting the backfill material, restoring the site, and for cleanup.

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of or paid for under Utility Line Openings, but shall be considered separate and measured and paid for separately as removal items. Replacement pavement, concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

45. Concrete Base Type 10 Special, Item SPV.0060.03.**A Description**

This special provision describes constructing a concrete base type 10 special with a 36-inch diameter for monotube mast arm structures according to standard spec 654 with modifications as shown on the plans, and as hereinafter provided.

B Materials

Replace paragraph (4) of standard spec 654.2 as follows:

Contractor shall supply templates, anchor rods, nuts, and washers for installation as shown on the plans.

C Construction

Construction of this item shall conform with standard spec 654.

Contractor shall contact City of Milwaukee sewer engineering three working days prior to excavating any concrete bases. Please contact Mr. Bob Brooks at (414) 286-3241 or Ms. Nancy Alvarado at (414) 286-2013 to confirm lateral clearance with sewer facilities.

D Measurement

The department will measure Concrete Base Type 10 Special as each individual concrete base, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Concrete Base Type 10 Special	Each

Payment for the base bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor bolts, nuts, and washers; for bar steel reinforcement, if required; and for excavating, backfilling, and disposing of surplus materials.

46. Pole Type 12 Special, Item SPV.0060.04, Pole Type 13 Special, Item SPV.0060.05.

A Description

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

B Materials

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

Use category II criteria for 35 to 55-foot arms.

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

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

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

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

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

For the hand hole, include an access cover mounted to the pole by two ¼" -20 x ¾" (m6 x 1.00 x 19 mm) hex-head stainless steel bolts.

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

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

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

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

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

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

C Construction

Install poles as specified in the plan details and using appropriate contractor-furnished anchor bolts and hardware conforming to standard spec 657.2.2.6. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 657.3.2 and provide completed copies of form DT2321 for each structure to the engineer for inclusion in the permanent record.

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

D Measurement

The department will measure each Pole Type 12 Special, and Pole Type 13 Special as each individual pole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Pole Type 12 Special	Each
SPV.0060.05	Pole Type 13 Special	Each

Payment is full compensation for providing and installing poles and for providing grounding lugs, fittings, shims, hardware, and other required components necessary to install the poles.

47. Pole Type 10, Item SPV.0060.06.

A Description

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

B Materials

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaries, and traffic signals. Use a design life of 50 years. Design to withstand a

three second gust wind speed of 90 mph (145 km/h). Do not use the methods of Appendix C of those AASHTO standards.

Use category III criteria for 15 to 30-foot arms.

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

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

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

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

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

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

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

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

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

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

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

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

C Construction

Install poles as specified in the plan details and using appropriate contractor-furnished anchor bolts and hardware conforming to standard spec 657.2.2.6. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 657.3.2 and provide

completed copies of form DT2321 for each structure to the engineer for inclusion in the permanent record.

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

D Measurement

The department will measure Pole Type 10 as each individual pole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Pole Type 10	Each

Payment is full compensation for providing and installing poles and for providing grounding lugs, fittings, shims, hardware, and other required components necessary to install the poles.

48. Polymer Concrete Vault 17" x 30" x 18", Item SPV.0060.07.

A Description

This special provision describes furnishing and installing Polymer Concrete Vaults according to the Traffic or Street Lighting Detail drawings for the Typical Rectangular Polymer Concrete Vault Installation. All work shall be according to standard spec 651.

B Materials

B.1

Polymer Concrete shall be manufactured from one of the general types and grades defined in polymers in concrete structural applications state of the art report, ACI 548.6R-96 for structural uses. Thermoplastics will not be acceptable.

B.2

Enclosure walls shall be made from pattern cut structural fiberglass cloths to assure uniform, pre-measurable fiberglass content on all areas. Chopper gun fiberglass construction is not acceptable.

B.3

Binding polymers used in the manufacture of the polymer concrete and the fiber reinforced polyester shall be of the same formulation or from formulations with demonstrated chemical compatibility to assure complete chemical bonding of all components. Fiber reinforced polyester wall sections must be cast integrally into and chemically bonded within the upper polymer concrete casting.

B.4 Testing

Meet ANSI/SCTE 77 2010 (Tier 15 or greater), ASTM C 857, and WUC 3.6 structural requirements.

Compressive Modulus of Elasticity (fiberglass reinforced polymer): 5.6×10^6 PSI tested according to procedures outlined in ASTM D-695

Comprehensive Strength (fiberglass reinforced polymer): 22,500 PSI tested according to ASTM D-695

Flexural Strength (fiberglass reinforced polymer): 18,700 PSI tested according to ASTM D-790

Tensile Strength (fiberglass reinforced polymer): 12,100 PSI tested according to procedures outlined in ASTM D-638

Tensile Modulus of Elasticity (fiberglass reinforced polymer): 8.6×10^5 PSI tested according to procedures outlined in ASTM D-638

Splitting Tensile Strength (polymer concrete): Tested according to procedures outlined in ASTM C-496

Accelerated Service: Tested according to procedure E outlined in ASTM D-756

Water Absorption: Tested according to ASTM D-570 outlined in sections 6.1 and 6.5

Impact Resistance (fiberglass reinforced polymer concrete): 72 foot pounds according to ASTM D-2444 administered with a "C" tup

Skid Resistance: 0.60 coefficient of friction according to ASTM C-1028

Flammability Test: Tested according to ASTM D-635

Ultraviolet Exposure: Tested according to ASTM test method G-53

Chemical Resistance

Sodium Chloride 5%

Sodium Carbonate 0.1 N

Hydrochloric Acid 0.2 N

Acetic Acid 5%

Sulfuric Acid 0.1N

Sodium Sulfate 0.1 N

Sodium Hydroxide 0.1N

Kerosene Oil per ASTM D-543

Transformer Oil per ASTM D-543

B.5

The street lighting vaults and covers shall be gray in color and shall be flared wall as indicated on the Drawings. Covers shall be provided with two stainless steel bolts. Each

cover shall have the words "**STREET LIGHTING**" cast into its surface along the longest dimension. The words shall be permanently recessed into the surface.

B.6

Contractor must submit a certificate of compliance certifying that the rectangular polymer concrete vault as furnished conform to the above structural performance requirements. Send a copy of the certificate of the rectangular polymer concrete vault to:

City of Milwaukee
Infrastructure Services Division
Transportation Section
Chief Traffic and Street Lighting Engineer
841 N. Broadway (Room 920)
Milwaukee, WI 53202

C Construction

Install rectangular flared wall vaults according with the traffic or street lighting detail drawings for the Typical Rectangular Polymer Concrete Vault Installation to current City of Milwaukee street lighting Typical Detail Installation standards. Provisions for inserting conduit into any side or the bottom of the vault shall be included.

D Measurement

The department will measure Polymer Concrete Vault 17" x 30" x 18" 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.0060.07	Polymer Concrete Vault 17" x 30" x 18"	Each

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

49. Monotube Arm 20-FT, Item SPV.0060.08; 25-FT, Item SPV.0060.09; 35-FT, Item SPV.0060.10; 40-FT, SPV.0060.11.

A Description

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

B Materials

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

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

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

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

Furnish monotube arms conforming to the following:

1. Consist of zinc coated steel round or oval members.
2. Have a mounting device welded to the pole end of the monotube arm that allows the attachment of the arm to a pole as the plans show.
3. Have stiffeners or gussets if required between the arm tube and the arm mounting device to provide adequate strength to resist side loads.
4. Have a clean, uniform natural finish. No paint or other corrosion preventive maintenance coating is required.

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

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

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

Provide incidental Cable Traffic Signal 9-14 AWG as required under section C.

C Construction

Install monotube arms as specified in the plan details and using appropriate contractor-furnished hardware conforming to standard spec 657.3.3.2.

Prior to installation of each monotube arm, a 1 1/4-inch hole shall be drilled into the bottom of the arm approximately centered over each driving lane as shown on the plans. Where emergency vehicle pre-emption (EVP) is installed, a separate 1 1/4-inch hole shall

be drilled in the bottom of the arm approximately centered over the roadway approach, but a minimum of four feet from the nearest drilled hole.

The contractor shall provide 9-14 AWG traffic signal cable spooled 5 feet outside the arm from each drilled hole in the arm, including the hole for EVP if applicable, to the base of the pole below the hand hole. A separate nylon pull rope shall also be provided for the EVP hole to the base of the pole below the hand hole where applicable.

D Measurement

The department will measure Monotube Arm (Length) as each individual arm, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Monotube Arm 20-FT	Each
SPV.0060.09	Monotube Arm 25-FT	Each
SPV.0060.10	Monotube Arm 35-FT	Each
SPV.0060.11	Monotube Arm 40-FT	Each

Payment is full compensation for furnishing and installing all materials, for providing high-strength bolt/nut/washer assemblies and DTI washers including those required for testing, and for providing related mounting hardware, leveling shims, incidental cabling, and other required components.

50. Catch Basin Type 44A, Item SPV.0060.12; Catch Basin Cover Type 57, Item SPV.0060.13.

A Description

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Catch Basin, Type 44A and Catch Basin Cover, Type 57 by each unit in place, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Catch Basin, Type 44A	Each
SPV.0060.13	Catch Basin Cover, Type 57	Each

Payment is full compensation for furnishing and installing the inlet covers and catch basin.

51. Internal Sanitary Manhole Seal, Item SPV.0060.16.

A Description

The work under this item consists of furnishing and installing internal manhole chimney seals.

B Material

Furnish an internal sanitary manhole seal and extensions supplied by NPC, Inc., 250 Elm Street, PO Box 301, Milford, NH 03055, Cretex Specialty Products of Waukesha, WI 53188, or contractor pre-approved equal by the municipality. The internal sanitary manhole seal shall meet the material requirements of section 8.42.3 and the performance requirements of section 8.42.4, of the Standard Specifications for Sewer & Water Construction (latest edition).

C Construction

The inside diameter of the manhole frame and the manhole chimney shall be field measured, and a determination as to whether the inside face of the frame is vertical or tapered shall be made in order to obtain the proper size and shape rubber seal.

Internal rubber chimney seals shall be installed no sooner than 24 hours following chimney back plastering

The surfaces against which the sleeve is to be compressed shall be circular, clean, reasonably smooth and free of any loose materials and excessive voids. Any flaws in these surfaces shall be repaired with the approved low-shrink mortar or ground smooth. A bead of butyl rubber caulk conforming to ASSHTO M-198 Type B shall be applied to the lower sealing surface of sleeve.

The seal shall be installed according to the manufacturer's instructions. (Refer to the plan data for configuration of chimney seal.)

D Measurement

The department will measure Install Sanitary Manhole Seal as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Internal Sanitary Manhole Seal	Each

Payment is full compensation for the furnishing and installing internal rubber chimney seals and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

52. Adjusting Water Box, Item SPV.0060.17.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all city water service boxes and water gate valve boxes located within the project limits.

B Materials

All material for the adjustment of these facilities must meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Gil Taylor, Milwaukee Water Works, at (414) 708-9005 (or Dave Goldapp, Milwaukee Water Works at (414) 286-6301). If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to DPW Field Headquarters – Infrastructure, Operations, Water Works at 3850 N. 35th St. Materials being returned must be accompanied with a “surplus material” form completed by the Public Works Inspector assigned to the project.

C Construction

All water service boxes and water gate valve boxes within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

The city will locate, mark, inspect and repair all water service boxes and water gate valve boxes within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service boxes and water gate valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

D Measurement

The department will measure Adjusting Water Box as each individual unit, acceptably completed.

E Payment

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

Item Number	Description	Unit
SPV.0060.17	Adjusting Water Box	Each

Payment is full compensation for furnishing all excavation, backfilling, disposal of surplus materials, water box clean-out, and restoration of the work site; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

53. Adjusting TES Manhole Covers, Item SPV.0060.18.

A Description

This special provision describes adjusting the existing chimney of the block, precast, or brick round manholes; furnishing, installing and removing protection of the cables in the manhole during adjustment operations. Perform work according to the standard specifications, the provisions of the article Adjusting Manhole Covers, as shown on the plans, and as hereinafter specified.

B Material

Furnish and install materials that conform to the requirements of standard spec 519. Salvage and reinstall existing covers on the manholes. The city will supply covers designated for replacement. Contractor shall contact Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frames and lids from the DPW Field Headquarters at 3850 N. 35th St. Contractor must have the "Castings Requisitions Form" which shall be supplied by the city at the Preconstruction Meeting to obtain the covers.

C Construction

Report any pre-existing problems to Ms. Karen Rogne of City Underground Conduits Section at (414) 286-3243 three working days in advance of any construction on manholes.

Before removing the pavement around the manhole, the contractor shall place a ¾-inch plywood cover or equal over existing active Street Lighting, Traffic Control, Communication or private vendor electrical cables. This cover shall be properly supported to/at the manhole floor.

Break out and remove pavement around manhole. Remove existing covers and store and secure them properly. Any damaged, lost, or stolen covers shall be the responsibility of the contractor and shall be replaced at contractor's expense.

Remove existing chimney to surface of concrete roof slab. If manhole does not have an existing concrete roof slab, remove sufficient chimney as to provide adequate corbel to fit new cast iron frame and cover.

Adjust manhole cover to proposed grade using bricks or concrete rings as necessary. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

When required, ramp all protruding TES manholes within the roadway with asphaltic material, as directed by the engineer, to permit the safe passage of vehicles. The cost of materials, labor, and equipment necessary to install such ramps is included in the contract unit price for bid item SPV.0060.18 Adjusting TES Manhole Covers. Ramped areas are to be removed prior to placing the upper layer of asphalt. The cost of materials, labor, and equipment necessary to remove such ramps is included in the contract unit price for bid item SPV.0060.18 Adjusting TES Manhole Covers.

After completion of paving, remove the temporary ¾-inch plywood cover or equal which is over the existing electrical cables in the manhole as mentioned above.

Notify Ms. Roney three working days in advance of completion of each manhole adjustment, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground Conduits.

D Measurement

The department will measure Adjusting TES Manhole Covers by the unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Adjusting TES Manhole Covers	Each

Payment is full compensation for furnishing all required materials, exclusive of frames, grates, or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers; and for furnishing all labor, tools, equipment and incidentals necessary for adjusting each cover, complete according to the requirements of the plans and contract. Covers to be adjusted and which are rendered unfit for use by the contractor through the contractor's operations will be replaced by the contractor in kind at the contractor's own cost and expense.

54. Manhole Cover, Type 58A, SPV.0060.19.

A Description

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Manhole Cover, Type 58A by the unit in place, furnished, installed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Manhole Cover, Type 58A	Each

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

55. Inlet Frame and Grate, SPV.0060.20.**A Description**

This special provision describes the furnishing and installation of the inlet frame and grates for the bioswales.

B Materials

The inlet frame and grate shall be Neenah R-3228 Modified frame and grate, or equal, with the curb box removed and lettered "City of Milwaukee".

C Construction

The inlet frame and grate shall be installed as shown on the plan.

D Measurement

The department will measure Inlet Frame and Grate by each individual unit, acceptably completed.

E Payment

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Inlet Frame and Grate	Each

Payment is full compensation for installing all materials; for, sawing, excavating, backfilling and disposal of surplus material; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

56. Informational Sign Post, Item SPV.0060.21.**A Description**

The contractor shall furnish and install informational sign posts as designed and at locations determined by the engineer.

The informational sign post shall consist of: One decorative round post, a decorative finial, a V-Loc anchoring system, and a pair of sign mounting brackets.

The contractor shall contact the engineer to determine the exact location of the posts to be installed as part of the project.

Signs will be installed by others.

B Materials

A 10' smooth black post with 2-3/8" outer diameter (Tapco item #208-00210) or equal, A Tapco black decorative finial (Tapco item # 203-00043) that fits a 2-3/8" dia. Post or equal, a set of two black sign mounting Z-brackets (Tapco item # 203-01238BLK) that fits a 2-3/8" dia. Post or equal, and a Tapco V-loc post anchor for loose soil (Tapco item #034-00014) that fits a 2-3/8" dia. Post or equal.

C (Vacant)

D Measurement

The department will measure the Informational Sign Posts bid items by the by each unit, acceptably completed.

E Payment

Payment shall be for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Informational Sign	Each

Payment is full compensation for furnishing all work and materials necessary to construct and install the sign as shown on plans.

57. 6-Inch Cleanout, Item SPV.0060.22.

A Description

This special provision describes the installation of cleanouts.

B Materials

All cleanouts shall be PVC.

C Vacant

D Measurement

The department will measure 6-Inch Cleanouts 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.0060.22	6-Inch Cleanout	Each

Payment is full compensation for furnishing all work and materials necessary to construct the cleanouts, as shown on plans.

- 58. Black Eyed Susans #1 CG, Item SPV.0060.23; Blue Wonder Catmint #1 CG, SPV.0060.24; Dwarf Daylillies #1 CG, Item SPV.0060.25; Karl Foerster Grass #1 CG, Item SPV.0060.26; Purple Coneflower #1 CG, Item SPV.0060.27; Red Flame Grass #1 CG, Item SPV.0060.28; Russian Sage #1 CG, Item SPV.0060.29; Becky Shasta Daisy #1 CG, Item SPV.0060.30; Switch Grass #1 CG, Item SPV.0060.31.**

The work under this item shall be according to the plans, standard spec 632, and as herein after provided.

Furnish all plants which have been grown within the states of Wisconsin, Minnesota, or the parts of Iowa and/or Michigan located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475 issued January 1990; unless otherwise approved by the engineer.

A Description

This special provision describes furnishing and planting plants of the species, varieties, and sizes specified; and includes furnishing all necessary materials, excavating plant holes, salvaging topsoil, transplanting, backfilling, mulching, watering, heeling in, disposal of surplus and waste materials, and necessary care and required replacements pending acceptance, at the locations shown on the plans according to standard spec 632, and as hereinafter provided.

B Materials

Furnish material that is according to the pertinent requirements of standard spec 632.

C Construction

Construction shall conform to the requirements of standard spec 632.3.

D Measurement

The department will measure by the number of each individual perennial, shrub and grass item, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Black Eyed Susans #1 CG	Each
SPV.0060.24	Blue Wonder Catmint #1 CG	Each
SPV.0060.25	Dwarf Daylillies #1 CG	Each
SPV.0060.26	Karl Foerster Grass #1 CG	Each
SPV.0060.27	Purple Coneflower #1 CG	Each
SPV.0060.28	Red Flame Grass #1 CG	Each
SPV.0060.29	Russian Sage #1 CG	Each
SPV.0060.30	Becky Shasta Daisy #1 CG	Each
SPV.0060.31	Switch Grass #1 CG	Each

Payment is full compensation for providing, transporting, handling, storing, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and backfilling; for providing and applying required mulch; and for disposing of all excess and waste materials.

59. 8-Inch PVC Standpipe with Dome Grate, Item SPV.0060.32.

A Description

This special provision describes the furnishing and installation of 8-Inch PVC Standpipe with Dome Grate.

B Materials

All standpipes shall be 8-inch Schedule 40 PVC, and conform to the requirements of ASTM D1784. The dome grates, which slide on the stand pipe, shall be Nyloplast or equal.

C Construction

Construct 8-Inch PVC Standpipe with Dome Grate as shown on the plans. Install cobblestones around the standpipe as shown on the plans.

D Measurement

The department will measure 8-Inch PVC Standpipe with Dome Grate 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.0060.32	8-Inch PVC Standpipe with Dome Grate	Each

Payment is full compensation for furnishing all work and materials necessary to construct the standpipes as shown on the plans, including all tees, wyes, fittings, caps and ends, and shall be included in the unit price bid.

60. Install Traffic Signal Base, Item SPV.0060.33.

A Description

Install concrete traffic signal bases furnished by the City of Milwaukee, for traffic signals as shown on the plans.

B Materials

Pre-cast concrete traffic signal bases will be furnished by the City of Milwaukee.

C Construction

Pick up pre-cast concrete traffic signal bases from the City of Milwaukee yard located at 1540 W. Canal Street. Contact traffic signal shop dispatch at (414) 286-3687 to coordinate

pick up. Install concrete traffic signal bases according to the plans. Plan changes must be approved by the City of Milwaukee Electric Services Supervisor or Traffic Engineer. The primary contacts are Mr. Al Nichols, Traffic Operations Dispatch, (414) 286-3687 office, (414) 708-5148-mobile; or Mr. Joseph Blakeman, Traffic Control Engineer, (414) 286-8070.

D Measurement

The department will measure Install Traffic Signal Base as each individual item of material 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.0060.33	Install Traffic Signal Base	Each

Payment is full compensation for installing all materials; for excavation, backfilling and disposal of surplus material.

61. Installing Conduit into Existing MH, Item SPV.0060.34.

A Description

This special provision describes locating existing conduit system manholes and installing new conduit into those manholes at the locations shown on the plans. The contractor shall verify existing conduit manhole locations with the City of Milwaukee, and shall maintain any existing conductors, fibers, and conduit paths without interruption or damage. Repair and restoration of all disturbed areas resulting from the work shall be according to the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

Conduit, as provided and paid for under other items in this contract. All materials shall conform to the pertinent provisions of the standard specifications unless otherwise noted.

C Construction

Carefully expose the outside of the existing structure without disturbing any existing conduits or cabling.

Drill the appropriate sized hole in a concrete structure or saw and remove full sections of block or bricks from the existing structure for the entering of conduit at a location within the structure that will not disturb the existing cabling and will not hinder the installation of new cabling within the installed conduit. This work may include the removal of the existing abandoned conduit from the structure to allow for the installation of the new conduits as indicated on the plans.

Fill any 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.

Carefully tamp backfill into place.

All disturbed areas shall be repaired and restored in kind.

D Measurement

The department will measure Installing Conduit Into Existing MH by each individual unit, acceptably installed. Up to six conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of six, or conduits entering at significantly different entry points into the existing manhole will constitute multiple units.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Installing Conduit Into Existing MH	Each

Payment is full compensation for drilling holes; removing blocks; removing bricks; removing abandoned conduit; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for disposal of surplus materials; for making inspections.

62. 4' Diameter Manhole Type TES, Item SPV.0060.35.

A Description

The work under this item consists of a 4'-0" round manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided.

B Materials

Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the single cage circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically located in the center of the wall.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

A continuous circumferential butyl rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts may vary.

Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes and/or rack bolt inserts.

The city will supply a frame and lid for the manhole. Contractor shall contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35th St. Contractor must have the "Casting Requisition Form" which shall be supplied by the city at the Preconstruction Meeting.

For any questions on materials, contact Ms. Karen Rogne at (414) 286-3243.

C Construction

4' Diameter Manholes Type TES shall be installed according to standard spec 611.3.

Install the top of the roof deck at a standard depth of 18" below finished grade where possible. A minimum depth of 12" from finished grade to the top of the roof deck must be maintained.

D Measurement

The department will measure 4' Diameter Manhole Type TES by each individual manhole, 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.0060.35	4' Diameter Manhole Type TES	Each

Payment is full compensation for furnishing all excavation work and disposal of material; for, furnishing and installing all materials, including bricks, and coarse aggregate, bedding and backfilling, concrete forms, concrete placement, appurtenances, and backfilling.

63. Inlet Type 45A, Item SPV.0060.36.

A Description

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Inlet Type 45A by each unit in place, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Inlet Type 45A	Each

Payment is full compensation for furnishing and installing the inlet covers and catch basin.

64. Storm Sewer Pipe Coupling 8-Inch, Item SPV.0060.37.**A Description**

This special provision describes furnishing and installing pipe couplings to connect a new 8-inch PVC storm pipe to an existing 8-Inch cast iron or clay tile pipe.

B Materials

Furnish flexible coupling material of construction elastomeric polyvinyl chloride, with maximum pressure of 4.3 psi. For a coupling required to connect a new 8 inch pipe to an existing 8 inch pipe, the inside diameter is 8 5/8 inches and length of 6 inches. It shall be leak-proof, root-proof, and resistant to chemicals, ultraviolet rays, fungus growth, and normal sewer gases. It shall conform to ASTM C 443, ASTM C 425, ASTM C 564, and ASTM D 1869. Stainless steel clamps shall be corrosion resistant and rust proof.

C Construction

Remove existing pipe section as specified. Slide flexible coupling completely over remaining existing pipe section. Abut new pipe to existing pipe section, and slide flexible coupling over new and old pipe ends, so coupling is centered over both pipe sections. Tighten clamps to 60 inch-lbs of torque. Pressure test (maximum test pressure of 4.3 psi) before backfilling or concealing joint. Bed and backfill properly.

D Measurement

The department will measure Storm Sewer Pipe Coupling 8-Inch 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.0060.37	Storm Sewer Pipe Coupling 8-Inch	Each

Payment is full compensation for furnishing and installing the couplings.

65. Construction Staking Conc Sidewalk, Item SPV.0090.01.

A Description

This special provision describes furnishing and setting construction stakes or control points, including all calculations required, necessary to establish the horizontal and vertical position of the concrete sidewalk as shown on the plans.

B (Vacant)

C Construction

C.1 General

Obtain or calculate benchmark data, grades, and alignment from data in the plan and verify with the engineer prior to beginning the work. The engineer will furnish horizontal alignment, horizontal alignment ties and control point data. This work shall include reestablishing the plan horizontal roadway alignment, alignment ties, and control points.

Obtain approval from the engineer prior to beginning the work for methods of survey and prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, class II. Establish additional benchmarks and control points as necessary or as directed by the engineer. Check plan dimensions, alignment, and elevations for accuracy with existing field conditions. Immediately call to the engineer's attention any errors and apparent discrepancies for correction or interpretation prior to proceeding with the work.

Maintain neat, orderly and complete survey notes and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours upon request as the work progresses.

C.2 Concrete Sidewalk

Place construction stakes for concrete sidewalk at intervals of 25 feet. A minimum of three stakes per cross section is required. Set and maintain as necessary additional stakes per cross section to achieve the required accuracy and to satisfy the contractors' method of operations. Set additional stakes as necessary to establish location and grade along intersecting road radii; and for auxiliary lanes, vertical curves, horizontal curves, and curve transitions. Locate all concrete sidewalk construction stakes to within 0.25 feet of the true horizontal position and establish the grade elevation to within 0.01 feet of the true vertical position.

D Measurement

The department will measure Construction Staking, Conc Sidewalk by the linear foot along each roadway centerline or reference line. When sidewalk occurs on both sides of the roadway, the quantity of Construction Staking, Conc Sidewalk, will be measured by the linear foot along the centerline or reference line of each side of the roadway.

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	Construction Staking Conc Sidewalk	LF

Payment is full compensation for furnishing all survey work necessary to locate and set all concrete sidewalk construction stakes including additional stakes per cross section set to achieve the required accuracy and to satisfy the contractors' method of operations including intersecting road radii, auxiliary lanes, vertical curves, horizontal curves, and curve transitions; and for resetting damaged or missing concrete sidewalk construction stakes.

66. Construction Staking Lower Layer, Item SPV.0090.02; Construction Staking Upper Layer, Item SPV.0090.03.

A Description

This work shall consist of the construction survey work, including furnishing and setting of construction stakes, flags, or marking necessary to establish the profile and slope for the paving operations.

B (Vacant)

C Construction

Place construction stakes, flags, or markings at 25 foot intervals through all slope transition areas and at all structures for whatever distance required for slope and profile correction. Construction stakes, flags, or markings are required at both edges of each lane.

Set additional stakes as necessary to establish the profile and slope for structure approaches, auxiliary lanes, horizontal curves, and curve transitions according to the plan.

The work shall include cross sectioning the existing pavement at 25 foot intervals, two locations per lane per interval as described above. The plotting of the cross sections and profiles determined by these cross sections should be the basis for computing the cuts for the milling operations and the fills for the paving operations.

Mark these cuts and fills on stakes or flags at a predetermined offset from the edge of pavement or with paint or paint keel on the existing pavement. Paint finish grades (cut or fill) on the pavement at each station prior to milling, as well as fills for all lower and upper layers. Calculate and mark finish grades for all manholes, including private utilities, on four sides before setting the manholes to the proper grade and slope.

Obtain from the department, or calculate from data in the plan, benchmark data, grades, and alignment.

Ensure that before beginning work, the methods of survey and staking are approved by the engineer. The degree of accuracy used in the survey work shall be consistent with third order, class II. The stakes or markings shall establish the grade elevations to within 3 mm (0.01 feet) of the true vertical position.

Maintain neat, orderly, and complete survey notes and computations, and plotted profiles and cross sections. Make the survey notes, computations, and plots available to the engineer upon request as the work progresses and furnish to the engineer when the survey work has been completed.

D Measurement

The department will measure Construction Staking Upper Layer and Construction Staking Lower Layer in length by the linear foot to the nearest 25-foot interval measured along the roadway centerline; the measurement will use markings on both edges of the lane.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Construction Staking Lower Layer	LF
SPV.0090.03	Construction Staking Upper Layer	LF

Payment is full compensation for furnishing all survey work necessary to locate and set all profile and slope correction stakes, flags or markings; for relocating and resetting profile and slope correction stakes, flags, or markings.

All survey notes, computations, and plots used in establishing the grades shall be given to the engineer before final payment for the work will be made.

67. Concrete Curb and Gutter Integral 19-Inch, Item SPV.0090.04.

A Description

Construct Concrete Curb and Gutter Integral 19-Inch according to the requirements in standard spec 415, 601, 716 and standard spec 415.3.15 and 501.3.1 and as shown in the plans.

B (Vacant)

C Construction

Concrete Curb and Gutter Integral 19-Inch according to the requirements in standard spec 601.3 and as shown on the plans.

All curb and gutter should have a flange thickness of 8.5 inches.

D Measurement

The department will measure Concrete Curb and Gutter Integral 19-Inch, in length by the linear foot of curb and gutter, acceptably placed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Concrete Curb and Gutter Integral 19-Inch	LF

Payment is full compensation for providing Concrete Curb and Gutter Integral 19-Inch.

68. Joint and Crack Repair Special, Item SPV.0090.05.

A Description

This work shall consist of removing any loose or spalled concrete and asphaltic patching, cleaning the joints and cracks, and filling with asphaltic material as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

The contractor shall use a concrete cutting wheel that is capable of removing any loose or spalled concrete and asphaltic patching in one or two passes of the machine.

D Measurement

The department will measure Joint and Crack Repair Special by the linear foot of longitudinal and transverse joints and cracks repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Joint and Crack Repair Special	LF

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphaltic patching; for cleaning joints and cracks; and for filling the joints and cracks.

69. 6-Duct Conduit Cement Encased, DB-60, Item SPV.0090.06; 3-Duct Conduit Cement Encased DB-60, Item SPV.0090.07; 1-Duct Conduit Cement Encased DB-60, Item SPV.0090.08.

A Description

This work consists of furnishing and installing cement encased multiple duct conduit packages below grade as shown on the plans and as hereinafter described.

B Materials

1. Conduit. Furnish and install DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

2. Conduit Spacers. Furnish and install nonmetallic interlocking base spacers and intermediate spacers that provide a 1" vertical and 1" horizontal separation between PVC pipes. The base spacers shall provide a 3" vertical separation from the trench bed to the bottom of the PVC pipes.

3. Conduit Bed. Furnish and install a minimum 2" conduit bed of stone chips or crushed stone screenings conforming to the following:

3/8 Inch Crushed Stone Chips

Sieve Sizes	% Passing by Weight
1/2"	100
3/8"	90-100
No. 8	0-15
No. 30	0-3

Crushed Stone Screenings

Sieve Sizes	% Passing by Weight
1/2"	100
No. 4	75-100
No. 100	10-25

4. Concrete. The type of concrete mix to be used to encase the ducts will be:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3100 lbs
Water	35 gals
Chryso Air 260 or approved equal	2.0 ozs
Chryso Plast 209 or approved equal	7.0 ozs
Air	5%

Mix the materials to provide an approximate 3 inch slump

5. Slurry Backfill. Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C)	75 lbs.
Concrete Sand (Damp)	1830 lbs.
No. 1 Concrete Aggregate	1830 lbs.

Mix the materials with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix in the trench directly from a concrete transit mix truck.

6. Pull Rope Pull rope specifications will be:

- Flat construction (7/16" to 5/8" wide)
- 100% woven aramid fiber (may include tracer wire)
- 1500 lbs. Minimum pull strength prelubricated
- sequential footage markings for location

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

C Construction

1. Excavation. The excavation shall have the minimum or maximum dimensions shown on the plans and as follows:

<u>No. of Ducts Wide</u>	<u>Minimum</u>	<u>Maximum</u>
1	8 1/2"	11"
2	14 1/8"	16 5/8"
3	19 3/4"	22 1/4"
4	25 3/8"	27 7/8"
5	31"	33 1/2"
6	36 5/8"	39 1/8"
7	42 1/4"	44 3/4"
8	47 7/8"	50 3/8"

These minimum and maximum trench widths apply to standard 4 inch PVC electrical duct only. When required, the excavation may be widened for the handling and placing of materials.

Sheath and brace open-cut trenches as required by code and as necessary to maintain safety. The cost of furnishing, placing and removing of sheathing and bracing shall be included in the unit bid for the work.

The dimensions of the excavation will be governed by the number, configuration and the grade (cover) to which the conduit is to be installed as shown on the plan. The walls of the excavation shall be clean and true.

Prior to excavating trenches, expose the existing manhole and conduit lines. The object of this is to permit adjustments in line and grade to avoid special construction methods. Protect the exposed manhole and conduit from damage.

Lay the conduit at a depth so that sufficient protection from damage is provided. Allowable covers shall be as follows:

The standard cover for mainline conduit is 39 inches and the minimum cover acceptable is 28 inches.

Maintain the standard cover wherever possible and any deviation less than the minimum cover requires the approval of the engineer.

Grade the trench to have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, in order to obtain drainage, refer the matter to the engineer to determine whether the extra excavation should be made.

In grading a trench for mainline conduit, there are three general practices for direction of pitch.

(a) When grading a trench in a street with a level grade, the high point of the trench bottom should ordinarily be centered between manholes and pitched downward equally toward each manhole.

(b) Where the street slopes in one direction, locate the high point of the trench bottom approximately 30 feet from the end wall of the higher manhole and grade toward both manholes.

(c) Where a steep grade is encountered, grade the trench at the minimum pitch from the end wall of the higher manhole to a point 20 feet plus or minus toward the lower manhole. From this point, follow the street grade at the standard cover to a point 20 feet plus or minimum away from the end wall of the lower manhole. From this point, the remainder of the section shall be laid at the normal pitch.

After the rough excavation is completed, prepare the bottom of the trench to receive the conduit. Bring the duct bed to the final grade by grading uniformly from the high point to the low or drainage points. Use stone chips or crushed stone screenings to grade the trench. The duct bed shall be a minimum of 2" in depth.

2. Placing of Duct

Proceed with placing the ducts as soon as the duct bed has been completed. Inspect all ducts before placing to see that the bores are clean and free from mud, sand, etc. Use only ducts with a smooth bore, free from burrs, rough projections etc. Smooth off burrs or other rough areas likely to damage cable are found in the duct by rasping or scraping.

Place the duct on base spacers with the ends staggered so no two couplings are adjacent. This may be accomplished by the use of the short lengths in stock or cutting back full length sections to the desired lengths. If cut pieces are used, place the cut end at the manhole. Locate the base spacers within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

Use full length pieces for the balance of the conduit line.

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of twenty foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. Place these intermediate spacers on top of the base spacers located within two feet from each duct end and one in the middle of each duct. Place the intermediate spacers and ducts for the remaining tiers. Glue each length into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Exercise caution in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, place wood trench and duct bracing on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

This procedure shall be followed with succeeding lengths, providing spacers at the proper intervals, until sufficient trench footage of completed formation has been placed and is ready to receive concrete encasement.

The terminating point for mainline conduit will be the inside manhole wall. Install a standard end bell fitting flush with the wall on all duct access points.

Install a #10 copper tracer wire along and above the centerline of the duct for encasement in the concrete. The wire shall be 4 feet longer than the run of conduit and be at least 2 feet long at each access point.

Install a pull rope in each run of conduit, as laid. The rope shall be 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. Anchor the pull rope at each access point in a manner acceptable to the engineer.

3. Concreting. Begin concreting after sufficient conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, puddle the concrete with a splicing bar or similar tool so that complete duct encasement is accomplished. Remove wood braces used to keep the conduit from floating before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

4. Slurry Backfill. Commence backfilling of the conduit immediately after the duct has been inspected, approved and has set to withstand the load.

Use an aggregate slurry as specified to backfill all concrete encased conduit. Slurry backfill the trench to the proposed or existing subgrade. Deposit slurry in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure (X)–Duct Conduit Cement Encased DB-60 by the linear foot acceptably installed. The measured quantity will equal the linear feet of encased duct, based on the distance along the centerline of duct between ends of conduit. City of Milwaukee shall have final acceptance.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	6-Duct Conduit Cement Encased DB-60	LF
SPV.0090.07	3-Duct Conduit Cement Encased DB-60	LF
SPV.0090.08	1-Duct Conduit Cement Encased DB-60	LF

Payment is full compensation for furnishing the conduit, conduit bodies, conduit fittings, conduit spacers, end caps and trace wire; for excavating, bedding, encasement and backfilling including any concrete, stone, aggregate slurry, bracing, or other related materials; for disposing of surplus materials; for making inspections, and for installing the conduit.

70. Cobblestone, Item SPV.0180.01.**A Description**

This special provision describes the furnishing and installation of cobblestone.

B Materials

The stones shall be Wisconsin Granite Field Stone Boulders, 4” to 6” round or equal.

C Construction

A minimum of 4’ x 4’ cobblestone boulders, shall be constructed behind each bioswale curb opening. Cobblestones are to be installed partially submerged in the soil.

D Measurement

The department will measure Cobblestone, as the quantity acceptably placed with the appropriate documentation in square yards.

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	Cobblestone	SY

Payment is full compensation for furnishing and placing the cobblestone.

71. HMA Pavement 4 LT 58-28 S 3.0% Va Regression Special, Item SPV.0195.01.

A Description

This special provision describes providing HMA pavement including the binder under a combined bid item along with air void regression as described here within.

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

Add the following to standard spec 460.2:

Design mixtures conforming to tables 460-1 and 460-2 to 4.0% air voids to establish the aggregate structure.

Determine the target JMF Asphalt Binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at Ndes. The air voids at the design number of gyrations, (Ndes) shall be achieved by the addition of liquid asphalt meeting the contract specifications.

Production shall conform to VMA and Dust to Binder Ratio requirements of table 460-1 and 460-2.

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 106 (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

Mixture type	LT	MT	HT	SMA
Gyratory Compaction				
Gyrations for Nini	6	7	8	8
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	160
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% Gmm Nini	<= 91.5 ^[1]	<= 89.0 ^[1]	<= 89.0	—
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/Pbe)	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.

Replace standard spec 465.2 with the following:

(1) Under the Asphaltic Surface, Asphaltic Surface Detours, and Asphaltic Surface Patching bid items; submit a mix design. Furnish asphaltic mixture meeting the requirements specified for either type LT or MT mix under 460.2; except the engineer will not require the contractor to conform to the quality management program specified under 460.2.8.

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

C Construction

Replace standard spec table 460-3 with the following to switch from E mixes to LT, MT, and HT mixes and to increase field density requirements by 1.5% when operating under this HMA Pavement 3.0% Va Regression SPV:

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	93.0 ^[3]	93.0 ^[4]	_____
	UPPER	93.0	93.0	_____
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 ^[3]	93.0 ^[4]	_____
	UPPER	93.0	93.0	_____
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	_____
	UPPER	92.0	92.0	_____

^[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.

Delete standard spec 460.2.8.2.1.5(1) and replace with the following:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+ 1.3/-1.0	+ 1.0/-0.7
VMA in percent ^[1]	- 0.5	- 0.2

^[1]VMA limits based on minimum requirement for mix design nominal maximum aggregate size in [table 460-1](#).

Delete standard spec 460.2.8.3.1.6(1) and replace with the following:

(1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:

- Va is within a range of 2.0 to 4.3 percent.
- VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

D Measurement

The department will measure HMA Pavement (type) 3.0% Va Regression Special 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
SPV.0195.01	HMA Pavement 4 LT 58-28 S 3.0% Va Regression Special	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.

Delete standard spec 460.5.2.3(1) and replace with the following:

(1) If the lot density is greater than the minimum specified in [table 460-3](#) and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[1]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] The department will prorate the pay adjustment for a partial lot.

APPENDIX A: Test Procedures for HMA Pavement 3% Va Regression SPV

Delete CMM 8-15.10.1 Target maximum Density and replace with the following:

For pavement density determination, the target value in lb/ft³ (PCF) is established using the mixture maximum specific gravity (G_{mm}). For the first day of a paving mixture design, the target maximum density will be the G_{mm} value corresponding to 3.0% air voids on the mix design multiplied by 62.24 lb/ft³ (PCF). The target maximum density for all other days will be the four G_{mm} test running average value from the end of the previous days' production multiplied by 62.24 lb/ft³ (PCF). If four tests have not been completed by the end of the first day, the average of the completed G_{mm} test values multiplied by 62.24 lb/ft³ (PCF) will be used until a running average of 4 is established.

The following data must be recorded for each test on the worksheet for MRS entry

- Density standard and moisture standard
- Density count, moisture counts or contact and air gap counts
- Total wet density or bulk density
- % Compaction
- Manufacturer name and serial number
- Operators name
- Mix design number (WisDOT 250 ID) and daily Target max density target number ($G_{mm} \times 62.24 \text{ lb/ft}^3$)

Delete CMM 8-15.15.2.1 Examples of Computing Incentive/Disincentive for Density and replace with the following:

Example 1 (nominal tonnage lots):

HMA Pavement, Type 4 HT 58-34 S Lot 2R
Total HMA Tonnage for Project: 20,000 Tons
% Density of Target Maximum (G_{mm}) = 90.4%
Required % Density of the G_{mm} = 93.0%
Lot Tonnage = 750
Contract Price per Ton = \$26.50

From Table 460-3 of this SPV.0195 and 460.5.2.2:

- Amount below Specified Minimum (Table 460-3 of this SPV) = $93.0 - 90.4 = 2.6$
- Payment Factor (SS 460.5.2.2) = 70% (30% Credit to the Department)
- Credit to the Department (HMA Mix) = $30\% \times \$26.50/\text{Ton} \times 750 \text{ Tons} = \$5,962.50$

If this were the only failing lot on the project, the final quantities on the estimate would be as shown in Table 3.

Example 2 (nominal tonnage lots):

HMA Pavement, Type 4 HT 58-34 S Lot 3R
% Density of Target Maximum (G_{mm}) = 94.6%
Required % Density of the G_{mm} = 93.0%
Lot Tonnage = 750
Air Voids for day = 2.9-3.2%
Payment Factor = $94.6 - 93.0$ (Table 460-3) = 1.6
Adjusted Unit Price = $\$0.40/\text{Ton} \times 750 \text{ Tons}$ (SS 460.5.2.3(1) of this SPV) = \$300

If this is the only lot with a higher density than required on the project, the final quantities on the estimate would be as shown in Table 3 below:

Table 3 Estimate for Pay Adjustment for Incentive/Disincentive Density

Bid Item	Description	Unit	Cost/Unit	Total Quantity	Total
460.7244	HMA Type 4 HT 58-34 S	TON	\$26.50	20,000	\$530,000.00
460.2000	Incentive Density HMA Pavement	DOL	\$1.00	300.00	\$300.00
804.2005	Disincentive Density HMA Pavement	DOL	\$1.00	-(5,962.5)	-(5,962.50)

Project Information for Examples 3 and 4 (daily tonnage lots & linear sublots):

A project begins at station 56+78 and ends at station 234+25. It is a 2-lane roadway with a shoulder on each side. The traffic lanes are 12 feet wide and the shoulders are 3 feet wide. Shown in the figure below is the eastbound traffic lane and shoulder for the length of the project. The contractor will be paving the shoulder integrally with the traffic lane. The pavement is a 2-inch overlay and the same HMA mix type is used on the entire project. The HMA mixture includes 5.5% asphaltic material. The bid price for the HMA pavement item is \$41.75 per ton. The specified target density for the traffic lane is 93.0%. The target density for the shoulder is 92.0%.

Day 1:

The contractor begins paving at station 56+78 and ends the day at station 102+97, a total length of 4,619 feet. A quantity of 677 tons was placed on the eastbound traffic lane, and 169 tons was placed on the integral shoulder.

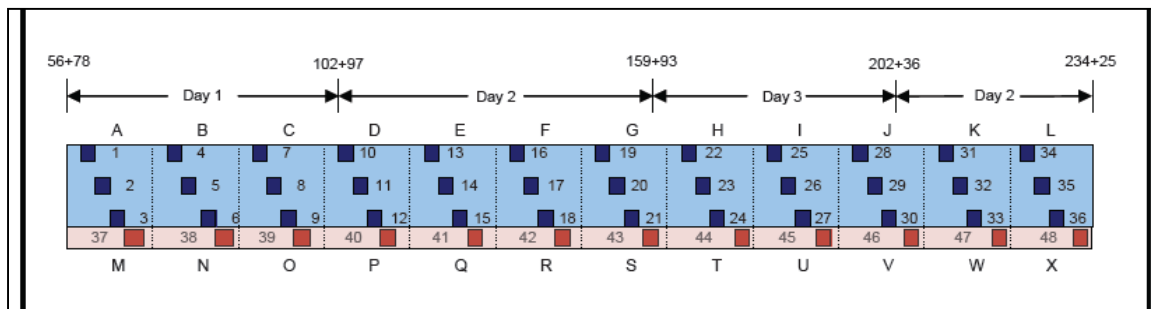
Day 2:

The contractor begins paving at station 102+97. Due to traffic staging requirements, the contractor stops paving at station 159+93, 5,696 feet, and begins paving again at station 202+36. They end the day at the end of the project, station 234+25, 3,189 additional feet. A quantity of 1303 tons was paved on the eastbound traffic lane, and 326 tons was placed on the integral shoulder.

Day 3:

The contractor begins paving at station 159+93 and ends the day at station 202+36, 4,243 feet. A total of 622 tons was placed on the eastbound traffic lane, and 156 tons was placed on the integral shoulder.

Figure 6 Linear Sublot Example Project



Example 3 (daily tonnage lot & linear sublots):

Use the example project information and the following test results from day 1. All of the day's air voids tests were acceptable. (Density Calculated off the PCF value, subplot is the average of the density %)

Sublot ID	Test ID	% Density	Sublot Avg % Density
A 56+78 to 71+78	1	93.8	94.1
	2	94.2	
	3	94.4	
B 71+78 to 86+78	4	94.1	94.5
	5	94.7	
	6	94.6	
C 86+78 to 101+78	7	93.6	94.1
	8	94.5	
	9	94.3	
M	37	93.2	93.2
N	38	94.2	94.2
O	39	93.0	93.0

1. Compute the average density for each traffic lane subplot and each shoulder subplot.

SOLUTION: See the results in the table above.

2. Compute the density incentive or disincentive for the day's paving.

SOLUTION:

- Traffic Lane:

The specified target density for the traffic lane is 93.0%. All of the subplot averages were no more than one percent below the target density, so all of the day's traffic lane test results are used to compute the daily lot density and the lot incentive pay.

- Lot density = $(93.8 + 94.2 + 94.4 + 94.1 + 94.7 + 94.6 + 93.6 + 94.5 + 94.3) / 9 \text{ tests} = 94.2\%$

According to 460.5.2.3(1) of this SPV, this lot density is eligible for incentive pay of \$0.40 per ton. 677 tons of HMA was placed on the traffic lane on day 1, therefore the contractor receives \$270.80 density incentive for the day 1 traffic lane lot. This is for all of subplot A, B & C and the 119' in subplot D that did not reach the random number.

- Shoulder:

The minimum required density is 92.0%. All of the subplot averages were acceptable, so all of the day's shoulder tests are used to compute the shoulder lot density. The average of all the shoulder tests is 93.5%. According to the specification, this lot density is eligible for incentive pay of \$0.40 per ton. 169 tons of HMA was placed on the shoulder on day 1, therefore the contractor receives \$67.60 density incentive for the day 1 shoulder lot.

Example 4 (daily tonnage lot & linear sublots):

Use the example project information and the following test results from day 3. All of the day's air voids tests were acceptable.

Sublot ID	Test ID	% Density	Sublot Avg % Density
H 161+78 to 176+78	22	91.8	91.8
	23	91.9	
	24	91.7	
I 176+78 to 191+78	25	95.1	94.9
	26	94.8	
	27	94.9	
J 191+78 to 202+36	28	92.0	91.9
	29	91.8	
	30	91.9	
T	44	91.9	91.9
U	45	94.4	94.4
V	46	92.1	92.1

Compute the density incentive or disincentive for the day's paving.

SOLUTION:

1. Traffic Lane:

According to the specification, a minimum density of 93.0% is required for the traffic lane. When verifying whether or not the subplot densities meet the requirements, it is found that subplot H and subplot J have average densities that are more than one percent below the required minimum. According to the specification, the quantity of HMA pavement placed this day in each of these sublots is subject to disincentive, and the day's test results within these sublots are not included when computing the incentive for the remainder of the lot.

2. Sublot H:

Day 3 began inside the limits of subplot G, at station 159+93, but beyond its random test location. The tests for subplot G represent material placed on day 2. The tests in subplot H represent the day 3 material from station 159+93 to 176+78, a total length of 1685 feet long (185' from subplot G, paved on day 3, and 1500' in subplot H) by 12 feet wide.

Quantity represented by tests in subplot H =

$$\frac{(1685' \times 12')}{(9 \text{ sf/sy})} \times \frac{(2 \text{ in.} \times 110 \text{ lb/sy/in})}{(2000 \text{ lb/ton})} = 247 \text{ tons}$$

According to the disincentive pay table in the specification, the quantities are subject to a pay factor equal to 95 percent of the contract price. This is equivalent to a 5 percent pay reduction.

Disincentive Density HMA Pavement = 247 tons x (\$41.75/ton x 0.05) = -\$515.61

3. Sublot I:

Quantity represented by tests in subplot I =

$$\frac{(1500' \times 12')}{(9 \text{ sf/sy})} \times \frac{(2 \text{ in.} \times 110 \text{ lb/sy/in})}{(2000 \text{ lb/ton})} = 220 \text{ tons}$$

According to the incentive pay table, 220 tons of the HMA pavement item are eligible for an incentive of \$0.80 per ton, or a total of \$176.00.

4. Sublot J:

Day 3 ended within the limits of subplot J, beyond its random test location. The day 3 quantity placed within subplot J, from station 191+78 to 202+36, at length of 1,058 feet, is represented by its tests. The day 2 quantity placed toward the end of subplot J is represented by the tests taken on day 2 within subplot K.

Quantity represented by tests in subplot J=

$$\frac{(1058' \times 12')}{(9 \text{ sf/sy})} \times \frac{(2 \text{ in.} \times 110 \text{ lb/sy/in})}{(2000 \text{ lb/ton})} = 155 \text{ tons}$$

According to the disincentive pay table in the specification, the quantities are subject to a pay factor equal to 95 percent of the contract price. This is equivalent to a 5 percent pay reduction.

Disincentive Density HMA Pavement = 155 tons x (\$41.75/ton x 0.05) = -\$323.56

5. Shoulder:

All of the day 3 shoulder sublots have acceptable density values, so we use all of the results to compute the day's shoulder lot density.

Day 3 shoulder lot density = $(91.9 + 94.4 + 92.1) / 3 \text{ tests} = 92.8\%$

The lot density of 92.8% is not more than 1.0% above the required minimum of 92.0%, therefore the day 3 shoulder pavement does not receive any density incentive.

Day 3 Incentive/Disincentive Summary:

Incentive Density HMA Pavement (Lot I) = \$176.00

Disincentive Density HMA Pavement (Lot H) = -\$515.61

Disincentive Density HMA Pavement (Lot J) = -\$323.56

Delete CMM 8-36.6.1 QC Tests and replace with the following:

QC testing must be completed, and data posted, on the day the sample was taken or as approved by the engineer.

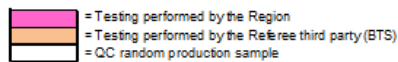
For administration of projects requiring only one, two, or three single tests per mix design, apply the following tolerances table for mixture evaluation:

- $V_a = 2.0 - 5.0\%$
- $VMA = -1.3$ from required minimums for Table 460-1 as revised in STSP 460-025
- $AC = \text{within } -0.1 \text{ of JMF Pb after regression}$

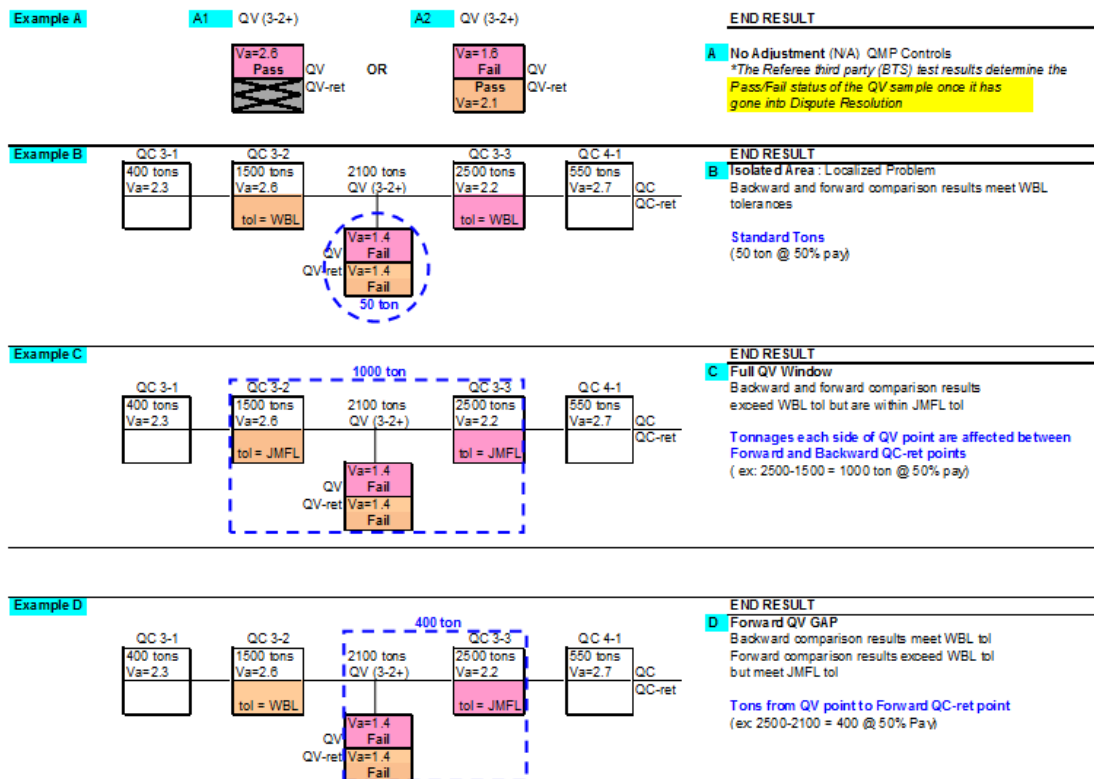
Delete CMM 8-36 Figure 8 HMA Verification Dispute Resolution Scenarios and replace with the following:

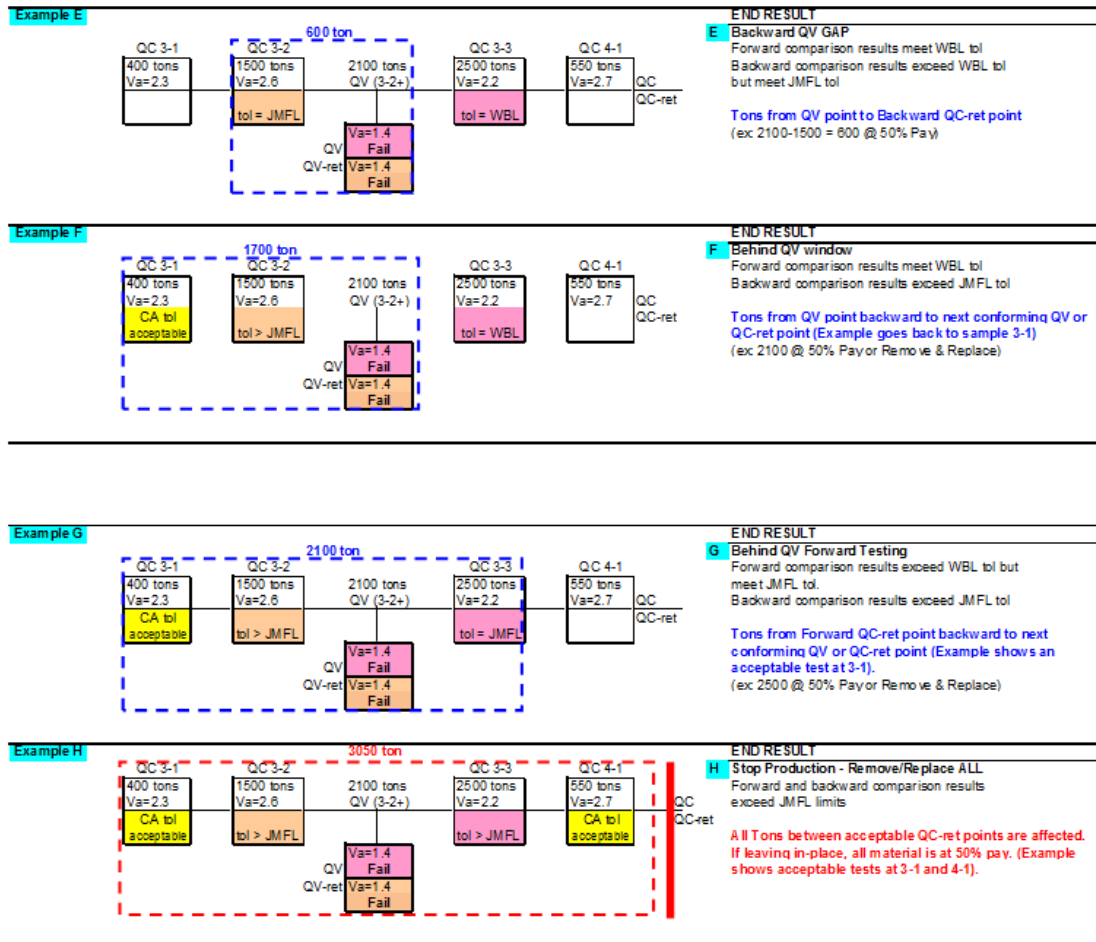
HMA Verification Dispute Resolution Scenario Examples

NOTE: The following diagrams (A-H) represent standard scenarios. Specific project detail and troubleshooting activities may present cause for adjustment to this guidance



Test Values	Tolerance between QC & QC-ret	Category
Gmm	0.00-0.015	= WBL
Gmm	0.016-0.020	= JMFL
Gmm	> 0.020	> JMFL
Gmb	0.00-0.020	= WBL
Gmb	0.021-0.025	= JMFL
Gmb	> 0.025	> JMFL





Delete CMM 8-66.2.2(3) and replace with the following:

3. Determine trial asphalt binder contents (estimated by experience or by calculation based on aggregate properties of trial blends).
 - Compact gyratory specimens using a minimum of 3 asphalt binder contents (0.5% increments) and covering a range to include the estimated optimum design binder content as well as 3.0% air voids. Use N_{des} for compaction effort.
 - Compare trial binder content results. The design binder content (by either graphing or interpolating the trial data results) is determined as that meeting requirements stated in [standard spec 460](#). The department will determine the optimum binder content corresponding to 3.0% air voids by linear regression of the trial gyratory specimens.

**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:

440.3.5.2 Corrective Actions for Localized Roughness

Replace paragraph two with the following effective with the September 2016 letting:

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
-

450.3.2.1 General

Replace the entire text with the following effective with the June 2016 letting:

450.3.2.1.1 Preparation and Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects in the northern asphalt zone between May 1 and October 15 inclusive and for projects in the southern asphalt zone between April 15 and November 1 inclusive. CMM 4-53 figure 2 defines asphalt zones. Notify the engineer at least one business day before paving.
- (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
- (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.

450.3.2.1.2 Cold Weather Paving**450.3.2.1.2.1 General**

- (1) Conform to these cold weather paving provisions for work performed under the following:
 - The 460 HMA Pavement bid items.
 - The 465 Asphaltic Surface bid items.
 - Special provisions that require placing mixture conforming to the contract requirements under 460 for HMA pavement or under 465 for asphaltic surface.

450.3.2.1.2.2 Cold Weather Paving Plan

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
 - Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process that introduces water into the mix.
 - Identify the warm mix additive and dosage rate.
 - Identify modifications to the compaction process and when to use them.
- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for the quality of HMA pavement placed in cold weather except as specified in 450.5.2(3).

450.3.2.1.2.3 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.

- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to the cold weather paving plan for engineer validation. Update the plan as required to accommodate the conditions anticipated for the next day's operations. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

450.4 Measurement

Add the following as paragraph three effective with the June 2016 letting:

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

450.5 Payment

Replace the entire text with the following effective with the June 2016 letting:

450.5.1 General

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
- (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
- (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
- (4) The contractor is responsible for the quality of HMA placed in cold weather.

450.5.2 Cold Weather Paving

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
450.4000	HMA Cold Weather Paving	TON

- (2) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 450.3.2.1.2 including costs for preparing, administering, and following the contractor's cold weather paving plan. The department will not pay for HMA Cold Weather Paving for HMA placed as follows:
- If the lot density is less than the minimum specified in table 460-3 for mixture placed under 460.
 - On days when the department is assessing liquidated damages.
- (3) If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
- Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
- (4) If HMA pavement is placed under 450.3.2.1.2 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 450.5.2(2) as extra work. The department will pay separately for providing HMA pavement and HMA surface under 460.5, 465.5, and the contract special provisions.

460.3.4 Cold Weather Paving

Delete the entire subsection effective with the June 2016 letting:

460.5.1 General

Replace the entire text with the following effective with the June 2016 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
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460.5000 - 5999	HMA Pavement (gradation) LT (binder)(designation)	TON
460.6000 - 6999	HMA Pavement (gradation) MT (binder)(designation)	TON
460.7000 - 7999	HMA Pavement (gradation) HT (binder)(designation)	TON
460.8000 - 8999	HMA Pavement (gradation) SMA (binder)(designation)	TON
460.2000	Incentive Density HMA Pavement	DOL

460.5.2.2 Disincentive for HMA Pavement Density

Replace paragraph two with the following effective with the June 2016 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5.2(3).

460.5.2.4 Cold Weather Paving

Delete the entire subsection effective with the June 2016 letting:

501.2.6 Fly Ash

Replace paragraph four with the following effective with the July 2016 letting:

- (4) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.

502.3.7.8 Floors

Replace paragraph sixteen with the following effective with the September 2016 letting:

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

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.

715.3.1.2.1 General

Replace paragraph one with the following effective with the July 2016 letting:

- (1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined within 715.3.1.2 as follows:

Mix design change A modification to the mix requiring the engineer's approval under 710.4(5).

For paving mixes, a source change under item 1 of 710.4(5) for fly ash of the same class that does not require a modification under items 2 through 4 of 710.4(5) does not constitute a mix design change.

Placement method Either slip-formed, not slip-formed, or placed under water.

Errata

Make the following corrections to the standard specifications:

460.2.7 HMA Mixture Design - TABLE 460-2 MIXTURE REQUIREMENTS

Correct errata in the Fractured Faces row of table 460-2 to reference ASTM D5821.

Fractured Faces (ASTM D5821) (one face/2 face, % by count)	60 / __	65 / __	75 / 60	85 / 80	98 / 90	100/100	100/90
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Correct errata in footnote two of table 460-2 to reference AASHTO M323.

^[2] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

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.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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
MILWAUKEE 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, 2016

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	31.55	18.52	50.07
Carpenter	34.13	20.71	54.84
Cement Finisher	33.95	19.88	53.83
Future Increase(s): 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	35.13	23.19	58.32
Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17			
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	35.62	0.00	35.62
Ironworker	30.77	23.72	54.49
Line Constructor (Electrical)	40.81	18.06	58.87
Painter	29.87	18.79	48.66
Pavement Marking Operator	30.27	19.83	50.10
Piledriver	30.11	21.09	51.20
Roofer or Waterproofing	30.40	2.23	32.63
Teledata Technician or Installer	25.63	17.25	42.88
Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.67	48.32
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

TRUCK DRIVERS

Single Axle or Two Axle	36.72	21.15	57.87
Three or More Axle	25.78	18.96	44.74
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	30.82	21.85	52.67
Future Increase(s): 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://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .			
Pavement Marking Vehicle	23.82	17.72	41.54
Shadow or Pilot Vehicle	25.28	18.31	43.59
Truck Mechanic	25.28	18.31	43.59

LABORERS

General Laborer	27.51	20.63	48.14
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/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	19.00	0.00	19.00
Landscaper	27.51	20.63	48.14
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	23.55	20.03	43.58
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
Railroad Track Laborer	17.00	5.43	22.43

HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or	38.27	21.85	60.12
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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.30/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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .			
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.77	21.85	59.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); 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 \$1.30/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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.27	21.85	59.12
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete	37.01	21.85	58.86

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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 \$1.30/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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .			
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 \$1.30/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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	36.72	21.85	58.57
Fiber Optic Cable Equipment.	21.00	0.00	21.00
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	36.72	21.15	57.87

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: July 29, 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	\$27.51	20.35	Truck Drivers:		
				1 & 2 Axles	26.63	19.85
				Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	26.78	19.85
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer	27.66	20.35			
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	27.86	20.35			
Group 4:	Line and Grade Specialist	28.01	20.35			
Group 5:	Blaster and Powderman	28.16	20.35			
Group 6:	Flagperson traffic control person	24.00	20.35			

CLASSES OF LABORER AND MECHANICS

Bricklayer	36.74	18.19
Carpenter	30.52	14.41
Piledriverman	27.25	19.46
Ironworker	32.36	24.07
Cement Mason/Concrete Finisher	34.70	20.51
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
Millwrights.....	26.32	13.98
Painter, Brush.....	29.52	20.04
Painter, Spray and Sandblaster	30.27	20.04
Painter, Bridge.....	29.87	20.04
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; Modification #4 dated April 8, 2016; Modification #5 dated June 17, 2016; Modification #6 dated July 1, 2016; Modification #7 dated July 22, 2016; Modification #8 dated July 29, 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: July 29, 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	\$39.27	\$21.80	(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.	\$38.27	\$21.80
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.	\$38.77	\$21.80	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.	\$38.01	\$21.80
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.	\$37.72	\$21.80
			Group 6: Off - road material hauler with or without ejector.....	\$31.82	\$21.80
			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: July 29, 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	\$30.68	17.28		
Area 2:				
Electricians.....	32.00	19.28	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	34.92	25.05		
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	24.35	13.15		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician	26.00	17.70	Area 14 -	Statewide.
Area 1 -			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

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

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160913005PROJECT(S):
2200-13-70FEDERAL ID(S):
WISC 2016307

CONTRACTOR : _____

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

SECTION 0001 Contract Items

0010	201.0120 Clearing	222.000 ID	.		.	
0020	201.0220 Grubbing	222.000 ID	.		.	
0030	204.0100 Removing Pavement	1,750.000 SY	.		.	
0040	204.0105 Removing Pavement Butt Joints	3,650.000 SY	.		.	
0050	204.0109.S Removing Concrete Surface Partial Depth	1,172.000 SF	.		.	
0060	204.0115 Removing Asphaltic Surface Butt Joints	1,800.000 SY	.		.	
0070	204.0150 Removing Curb & Gutter	11,870.000 LF	.		.	
0080	204.0155 Removing Concrete Sidewalk	5,000.000 SY	.		.	
0090	204.0215 Removing Catch Basins	52.000 EACH	.		.	
0100	204.0255 Abandoning Catch Basins	9.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160913005PROJECT(S):
2200-13-70FEDERAL ID(S):
WISC 2016307

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	205.0100 Excavation Common	4,414.000 CY	.		.	
0120	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 2200-13-70	LUMP	LUMP		.	
0130	213.0100 Finishing Roadway (project) 01. 2200-13-70	1.000 EACH	.		.	
0140	305.0120 Base Aggregate Dense 1 1/4-Inch	3,170.000 TON	.		.	
0150	320.0145 Concrete Base 8-Inch	1,620.000 SY	.		.	
0160	390.0303 Base Patching Concrete	3,000.000 SY	.		.	
0170	390.0403 Base Patching Concrete Shes	59.000 SY	.		.	
0180	415.0090 Concrete Pavement 9-Inch	1,110.000 SY	.		.	
0190	416.0170 Concrete Driveway 7-Inch	523.000 SY	.		.	
0200	416.0610 Drilled Tie Bars	370.000 EACH	.		.	
0210	416.0620 Drilled Dowel Bars	2,666.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160913005PROJECT(S):
2200-13-70FEDERAL ID(S):
WISC 2016307

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	450.4000 HMA Cold Weather Paving	560.000 TON	.		.	
0230	455.0605 Tack Coat	3,030.000 GAL	.		.	
0240	460.2000 Incentive Density HMA Pavement	7,170.000 DOL	1.00000		7170.00	
0250	601.0331 Concrete Curb & Gutter 31-Inch	9,420.000 LF	.		.	
0260	601.0600 Concrete Curb Pedestrian	669.000 LF	.		.	
0270	602.0410 Concrete Sidewalk 5-Inch	37,333.000 SF	.		.	
0280	602.0505 Curb Ramp Detectable Warning Field Yellow	1,230.000 SF	.		.	
0290	602.1000 Concrete Loading Zone	420.000 SF	.		.	
0300	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	583.000 LF	.		.	
0310	611.0410 Reconstructing Catch Basins	2.000 EACH	.		.	
0320	611.0420 Reconstructing Manholes	2.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160913005PROJECT(S):
2200-13-70FEDERAL ID(S):
WISC 2016307

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	611.2004 Manholes 4-FT Diameter	3.000 EACH	.		.	
0340	611.2006 Manholes 6-FT Diameter	1.000 EACH	.		.	
0350	611.8105 Adjusting Catch Basin Covers	39.000 EACH	.		.	
0360	611.8110 Adjusting Manhole Covers	83.000 EACH	.		.	
0370	611.8120.S Cover Plates Temporary	50.000 EACH	.		.	
0380	611.9710 Salvaged Inlet Covers	13.000 EACH	.		.	
0390	612.0106 Pipe Underdrain 6-Inch	681.000 LF	.		.	
0400	612.0206 Pipe Underdrain Unperforated 6-Inch	1,329.000 LF	.		.	
0410	612.0208 Pipe Underdrain Unperforated 8-Inch	215.000 LF	.		.	
0420	619.1000 Mobilization	1.000 EACH	.		.	
0430	620.0300 Concrete Median Sloped Nose	2,900.000 SF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20160913005PROJECT(S):
2200-13-70FEDERAL ID(S):
WISC 2016307

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	625.0100 Topsoil	3,800.000 SY	.		.	
0450	628.7005 Inlet Protection Type A	105.000 EACH	.		.	
0460	628.7015 Inlet Protection Type C	37.000 EACH	.		.	
0470	628.7020 Inlet Protection Type D	105.000 EACH	.		.	
0480	631.1000 Sod Lawn	3,800.000 SY	.		.	
0490	632.0101 Trees (species) (size) (root) 01. American Sweet Gum 'Cherokee' 3" B&B	2.000 EACH	.		.	
0500	632.0101 Trees (species) (size) (root) 02. Amur Corktree 3" B&B	1.000 EACH	.		.	
0510	632.0101 Trees (species) (size) (root) 03. Autumn Blaze Maple 3.5" B&B	1.000 EACH	.		.	
0520	632.0101 Trees (species) (size) (root) 04. Callery Pear 3" B&B	2.000 EACH	.		.	
0530	632.0101 Trees (species) (size) (root) 05. Eastern Redbud 3" B&B	1.000 EACH	.		.	

SCHEDULE OF ITEMS

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	632.0101 Trees (species) (size) (root) 06. Ivory Silk Tree Lilac 3" B&B	1.000 EACH	.		.	
0550	632.0101 Trees (species) (size) (root) 07. Shagbark Hickory 3" B&B	1.000 EACH	.		.	
0560	632.0201 Shrubs (species) (size) (root) 01. Arctic Blue Willow #2 CG	28.000 EACH	.		.	
0570	632.0201 Shrubs (species) (size) (root) 02. Diablo Ninebark #5 CG	28.000 EACH	.		.	
0580	632.0201 Shrubs (species) (size) (root) 03. Elderberry 'Black Lace' #5 CG	5.000 EACH	.		.	
0590	632.0201 Shrubs (species) (size) (root) 04. Grow Low Sumac #2 CG	22.000 EACH	.		.	
0600	632.0201 Shrubs (species) (size) (root) 05. Red Twig Dogwood #5 CG	36.000 EACH	.		.	
0610	632.0201 Shrubs (species) (size) (root) 06. Rugosa Roses #3 CG	57.000 EACH	.		.	
0620	632.0201 Shrubs (species) (size) (root) 07. Tiger Eye Sumac #5 CG	34.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0630	632.9101 Landscape Planting Surveillance and Care Cycles	1.000 EACH	.		.	
0640	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	4.000 EACH	.		.	
0650	637.2210 Signs Type II Reflective H	228.000 SF	.		.	
0660	638.2602 Removing Signs Type II	12.000 EACH	.		.	
0670	638.3000 Removing Small Sign Supports	2.000 EACH	.		.	
0680	642.5201 Field Office Type C	1.000 EACH	.		.	
0690	643.0100 Traffic Control (project) 01. 2200-13-70	1.000 EACH	.		.	
0700	643.0300 Traffic Control Drums	105,574.000 DAY	.		.	
0710	643.0420 Traffic Control Barricades Type III	9,125.000 DAY	.		.	
0720	643.0715 Traffic Control Warning Lights Type C	105,574.000 DAY	.		.	
0730	643.0900 Traffic Control Signs	13,492.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0740	644.1410.S Temporary Pedestrian Surface Asphalt	26,300.000 SF	.		.	
0750	644.1420.S Temporary Pedestrian Surface Plywood	600.000 SF	.		.	
0760	644.1430.S Temporary Pedestrian Surface Plate	1,450.000 SF	.		.	
0770	645.0112 Geotextile Type DF Schedule B	215.000 SY	.		.	
0780	646.0106 Pavement Marking Epoxy 4-Inch	9,500.000 LF	.		.	
0790	646.0116 Pavement Marking Epoxy 6-Inch	7,400.000 LF	.		.	
0800	646.0126 Pavement Marking Epoxy 8-Inch	1,600.000 LF	.		.	
0810	647.0206 Pavement Marking Arrows Bike Lane Epoxy	29.000 EACH	.		.	
0820	647.0306 Pavement Marking Symbols Bike Lane Epoxy	29.000 EACH	.		.	
0830	647.0576 Pavement Marking Stop Line Epoxy 24-Inch	606.000 LF	.		.	
0840	647.0776 Pavement Marking Crosswalk Epoxy 12-Inch	4,300.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0850	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	25,700.000 LF	.		.	
0860	649.1400 Temporary Pavement Marking Stop Line Removable Tape 24-Inch	200.000 LF	.		.	
0870	650.5500 Construction Staking Curb Gutter and Curb & Gutter	9,610.000 LF	.		.	
0880	650.7000 Construction Staking Concrete Pavement	1,040.000 LF	.		.	
0890	650.8500 Construction Staking Electrical Installations (project) 01. 2200-13-70	LUMP	LUMP		.	
0900	652.0220 Conduit Rigid Nonmetallic Schedule 40 1 1/2-Inch	70.000 LF	.		.	
0910	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	330.000 LF	.		.	
0920	652.0230 Conduit Rigid Nonmetallic Schedule 40 2 1/2-Inch	90.000 LF	.		.	
0930	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	180.000 LF	.		.	
0940	652.0615 Conduit Special 3-Inch	2,515.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0950	654.0110 Concrete Bases Type 10	3.000 EACH	.		.	
0960	690.0150 Sawing Asphalt	310.000 LF	.		.	
0970	690.0250 Sawing Concrete	5,960.000 LF	.		.	
0980	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000		500.00	
0990	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	900.000 HRS	5.00000		4500.00	
1000	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	850.000 HRS	5.00000		4250.00	
1010	SPV.0035 Special 01. Engineered Soil	449.000 CY	.		.	
1020	SPV.0035 Special 02. Bedding Layer	107.000 CY	.		.	
1030	SPV.0035 Special 03. Storage Layer	598.000 CY	.		.	
1040	SPV.0045 Special 01. Temporary Crosswalk	213.000 DAY	.		.	
1050	SPV.0060 Special 01. Construction Staking Curb Ramp	80.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1060	SPV.0060 Special 02. Utility Line Opening	12.000 EACH	.		.	
1070	SPV.0060 Special 03. Concrete Base Type 10 Special	9.000 EACH	.		.	
1080	SPV.0060 Special 04. Pole Type 12 Special	7.000 EACH	.		.	
1090	SPV.0060 Special 05. Pole Type 13 Special	2.000 EACH	.		.	
1100	SPV.0060 Special 06. Pole Type 10	3.000 EACH	.		.	
1110	SPV.0060 Special 07. Polymer Concrete Vault 17"x30"x18"	38.000 EACH	.		.	
1120	SPV.0060 Special 08. Monotube Arm 20-FT	2.000 EACH	.		.	
1130	SPV.0060 Special 09. Monotube Arm 25-FT	1.000 EACH	.		.	
1140	SPV.0060 Special 10. Monotube Arm 35-FT	7.000 EACH	.		.	
1150	SPV.0060 Special 11. Monotube Arm 40-FT	2.000 EACH	.		.	
1160	SPV.0060 Special 12. Catch Basin Type 44A	58.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1170	SPV.0060 Special 13. Catch Basin Cover Type 57	89.000 EACH	.		.	
1180	SPV.0060 Special 16. Internal Sanitary Manhole Seal	7.000 EACH	.		.	
1190	SPV.0060 Special 17. Adjusting Water Box	50.000 EACH	.		.	
1200	SPV.0060 Special 18. Adjusting TES Manhole Covers	20.000 EACH	.		.	
1210	SPV.0060 Special 19. Manhole Cover Type 58A	59.000 EACH	.		.	
1220	SPV.0060 Special 20. Inlet Frame and Grate	28.000 EACH	.		.	
1230	SPV.0060 Special 21. Informational Sign Post	6.000 EACH	.		.	
1240	SPV.0060 Special 22. 6-Inch Cleanout	30.000 EACH	.		.	
1250	SPV.0060 Special 23. Black Eyed Susans #1 CG	222.000 EACH	.		.	
1260	SPV.0060 Special 24. Blue Wonder Catmint #1 CG	480.000 EACH	.		.	
1270	SPV.0060 Special 25. Dwarf Daylillies #1 CG	618.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1280	SPV.0060 Special 26. Karl Foerster Grass #1 CG	150.000 EACH	.		.	
1290	SPV.0060 Special 27. Purple Coneflower #1 CG	144.000 EACH	.		.	
1300	SPV.0060 Special 28. Red Flame Grass #1 CG	42.000 EACH	.		.	
1310	SPV.0060 Special 29. Russian Sage #1 CG	138.000 EACH	.		.	
1320	SPV.0060 Special 30. Becky Shasta Daisy #1 CG	276.000 EACH	.		.	
1330	SPV.0060 Special 31. Switch Grass #1 CG	76.000 EACH	.		.	
1340	SPV.0060 Special 32. 8-Inch PVC Standpipe w/ Dome Grate	15.000 EACH	.		.	
1350	SPV.0060 Special 33. Install Traffic Signal Base	12.000 EACH	.		.	
1360	SPV.0060 Special 34. Installing Conduit Into Existing MH	1.000 EACH	.		.	
1370	SPV.0060 Special 35. 4' Diameter Manhole Type TES	1.000 EACH	.		.	
1380	SPV.0060 Special 36. Inlet Type 45A	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1390	SPV.0060 Special 37. Storm Sewer Pipe Coupling 8-Inch	42.000 EACH	.		.	
1400	SPV.0090 Special 01. Construction Staking Conc Sidewalk	4,528.000 LF	.		.	
1410	SPV.0090 Special 02. Construction Staking Lower Layer	5,975.000 LF	.		.	
1420	SPV.0090 Special 03. Construction Staking Upper Layer	5,975.000 LF	.		.	
1430	SPV.0090 Special 04. Concrete C&G Integral 19-Inch	970.000 LF	.		.	
1440	SPV.0090 Special 05. Joint and Crack Repair Special	1,350.000 LF	.		.	
1450	SPV.0090 Special 06. 6-Duct Conduit Cement Encased DB-60	541.000 LF	.		.	
1460	SPV.0090 Special 07. 3-Duct Conduit Cement Encased DB-60	71.000 LF	.		.	
1470	SPV.0090 Special 08. 1-Duct Conduit Cement Encased DB-60	69.000 LF	.		.	
1480	SPV.0180 Special 01. Cobblestone	124.000 SY	.		.	
1490	SPV.0195 Special 01. HMA Pavement 4 LT 58-28 S 3% Va Regression Special	11,880.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE