

HIGHWAY WORK PROPOSAL

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

Proposal Number:

28

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Outagamie	6240-26-71	WISC 2016 489	Richmond Street, City of Appleton CTH OO Intersection	STH 47

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 13, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code <div style="text-align: center; font-size: 2em; font-weight: bold;">SAMPLE</div> <div style="text-align: center; font-weight: bold;">NOT FOR BIDDING PURPOSES</div>
Contract Completion Time September 1, 2017	
Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right; font-weight: bold;">4%</div>	
This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date _____

 (Signature, Notary Public, State of Wisconsin)

 (Bidder Signature)

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

 (Print or Type Bidder Name)

 (Date Commission Expires)

 (Bidder Title)

Notary Seal

For Department Use Only

Type of Work Excavation common, Structure R-44-0022, storm sewer, base aggregate dense, breaker run, concrete pavement, curb and gutter, traffic signals, lighting, concrete sidewalk, permanent signing, pavement marking, and landscaping.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid ExpressTM web site reflecting the latest addenda posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the ExpediteTM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6240-26-71, Richmond Street, City of Appleton (CTH OO Intersection), STH 47, Outagamie 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, 2017 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 (20160607)

2. Scope of Work.

The work under this contract shall consist of excavation common, Structure R-44-0022, storm sewer, base aggregate dense, breaker run, concrete pavement, curb and gutter, traffic signals, lighting, concrete sidewalk, permanent signing, pavement marking, landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

Roadway and/or lane closure is not allowed prior to May 31, 2017.

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

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during

construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

In accordance to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

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

Submit a schedule and description of Clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

STH 47/CTH OO Roundabout

Complete all work necessary to open the STH 47/CTH OO roundabout within 75 consecutive calendar days. This work includes lighting, signing, pavement marking and all finishing items.

If the contractor fails to open the STH 47/CTH OO roundabout to traffic and remove all traffic control devices associated with the roadway closure within 75 consecutive calendar days, the department will assess \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 75 consecutive calendar days. An entire calendar day will be charged for any period of time within a calendar day that the STH 47/CTH OO roundabout remains closed beyond 12:01 AM.

Mason Street

Complete all work necessary to open the CTH OO/Mason Street intersection within 40 consecutive calendar days. This work includes lighting, signing, pavement marking and all finishing items.

If the contractor fails to complete work on Mason Street and remove all traffic control devices along Mason Street within 40 consecutive calendar days, the department will assess \$2,065 in liquidated damages for each calendar day the contract work remains incomplete beyond 40 consecutive calendar days. An entire calendar day will be charged for any period of time within a calendar day that the Mason Street work remains incomplete beyond 12:01 AM.

Private Driveway Access

Maintain access to all business driveways and private residence driveways on a minimum of base aggregate dense surface at all times except as follows. Close driveways for a maximum of seven calendar days for grading and placement of base aggregate and concrete paving for each driveway. Notify each business and/or each residence on the property a minimum of seven calendar days prior to any driveway closures. For businesses with multiple accesses, closure of the following driveways may be allowed with the approval of the engineer, but do not close both driveways at the same time.

- Station 102+25 SB Left and Station 102+80 SB Left (Service Station)
- Station 112+15 SB Left and Station 115+00 SB Left (Northland Mall)
- Station 210+85 WB Left and Station 212+15 WB Left (Service Station)
- Station 210+85 WB Left and Station 111+90 NB Right (Taco Bell)

Staging

General

- Complete all work in Stage 2, Stage 2A, and Stage 2B during Stage 1 road closure.
- Complete Stages 2A and 2B on Mason Street during Stage 2 work on CTH OO.
- Maintain temporary pedestrian accommodations along one side of STH 47 and along one side of CTH OO at all times until access can be provided via permanent sidewalk placement. Provide access to Weiland Avenue on the south leg of STH 47 and to the Northland Mall on the north leg of STH 47. Review temporary pedestrian accommodations with the engineer prior to placement to assure adequate clearances and surface treatment.

Stage 1

- Construct the STH 47/CTH OO roundabout. In areas where local access is allowed as shown in the plans, phase the work to accommodate local traffic.

Stage 2

- Continue construction of STH 47/CTH OO roundabout.
- Construct left turn lanes and medians along CTH OO at the intersections of Mason Street, West Service Road and Bennett Street.
- Coordinate with City of Appleton on installation of traffic signals and lighting, and construct sidewalks and crosswalks at the CTH OO intersections of Mason Street, West Service Road, and Bennett Street.
- Coordinate with Outagamie County on their work to overlay CTH OO from west of Mason Street to the roundabout reconstruction limits.

Stage 2A

- Continue construction of STH 47/CTH OO roundabout.
- Construct southbound widening of Mason Street. Work can occur concurrently with work along CTH OO.

Stage 2B

- Continue construction of STH 47/CTH OO roundabout.
- Construct northbound widening of Mason Street. Work can occur concurrently with work along CTH OO.

4. Traffic.

Staged construction is needed while maintaining local traffic flow. Follow the staged construction as outlined below and as shown in the plans, unless otherwise approved by the engineer.

Stage 1

- Close STH 47/CTH OO intersection. Allow local access on the north, east, and south legs of the intersection.
- Sign and maintain detour route as shown in the plans.
- Provide temporary pedestrian accommodations through the work zone as shown in the plans.

Stage 2

- Maintain road closure of the STH 47/CTH OO intersection as described in Stage 1.
- Reduce CTH OO traffic to one lane in each direction from west of Mason Street to Bennett Street.
- Utilize temporary all way stop sign control through the CTH OO intersections at Mason Street, West Service Road, and Bennett Street when traffic signals are not in operation.

Stage 2A

- Maintain road closure of the STH 47/CTH OO intersection as described in Stage 1.
- Maintain reduction of CTH OO traffic to one lane in each direction as described in Stage 2. Close the right turn lane of eastbound CTH OO at Mason Street.
- Install temporary pavement marking and shift traffic on both legs of Mason Street.

Stage 2B

- Maintain road closure of the STH 47/CTH OO intersection as described in Stage 1.
- Maintain reduction of CTH OO traffic to one lane in each direction as described in Stage 2. Close the right turn lane of westbound CTH OO at Mason Street.
- Shift traffic on both legs of Mason Street to the west.

Do not open the roundabout along to through traffic until the roundabout is completed including lighting, signing, pavement marking and all finishing items.

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

The detour route for STH 47 traffic will be along STH 96 (W. Wisconsin Avenue), CTH E (Ballard Road), and I-41. The detour route for CTH OO traffic will be along I-41 and CTH E (Ballard Road).

Portable Changeable Message Signs – Message Prior Approval

Place portable changeable message boards (PCMS), as directed by the engineer, fourteen days in advance of the STH 47/CTH OO intersection closure. Place portable changeable message boards (PCMS), as directed by the engineer, three days in advance of CTH OO and Mason Street lane closures.

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-7165 and the City of Appleton Traffic Engineer, Mike Hardy at (920) 832-6478 seven business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit and the City of Appleton Traffic Engineer will review the proposed message and either approve the message or make necessary changes.

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 < 16')	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Full ramp closures	7 calendar days
Detours	7 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 (20160607)

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 47 or CTH OO 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 Friday, June 30, 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)

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the engineer, when it becomes evident that a utility conflict could occur.

Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company. View these documents at the Regional Office during normal working hours.

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

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

Appleton Area Metropolitan Fiber Optic Network (AAMFON).

AAMFON has fiber optic within the project limits at the following locations with noted adjustments:

Overhead lines on We Energies (electric) poles from Station 112+50 NB, RT to Station 115+35 NB RT, and then crossing STH 47 to the west. This line will be moved as necessary prior to construction in conjunction with We Energies pole relocations.

Underground line along the east side of STH 47 from the handhole at 109+10 NB, 10' RT to the We Energies (electric) pole at Station 112+50 NB, RT will be discontinued. The underground line from the handhole to the eastern project limits along the north side of CTH OO will remain. AAMFON will relocate the handhole to approximately 3+70 C, 65' RT during construction. Work will take place in conjunction with the placement of the control cabinet CB4. Contact AAMFON five working days prior to coordinate the handhole relocation. Allow five working days for the adjustment by AAMFON

The field contact is Dennis LaFave, 1700 Industrial Drive, Green Bay, WI 54302, (920) 619-9774 or (920) 619-9774 (mobile).

AT&T Wisconsin. AT&T Wisconsin has underground and overhead telephone facilities within the project limits at the following locations with noted adjustments:

Underground:

Conduit (concrete) package along the west side of STH 47 throughout the project length. This package will remain in place. The top of the conduit will have a portion within the proposed breaker run from Station 103+75 SB to Station 106+00 SB. Also, the following inlets will be special cast-in-place around the conduit package: IN5.1 (Station 106+08 SB, 24.4' LT), IN20.2 (Station 111+61 SB, 26.5' LT), and IN8.4 (Station 112+55 SB, 26.5' LT).

Fiber optic line on the west side of STH 47 from Weiland Avenue to Station 105+08 SB LT, then crossing STH 47 to the east at Station 105+08. This line will remain in place. Storm sewer work requires raising this line approximate 0.5 feet to place storm sewer under the line. AT&T Wisconsin will lower the handhole at Station 105+08 SB LT to the proposed sidewalk elevation during construction.

Manhole at Station 110+70 SB, 30' LT will remain. AT&T Wisconsin will raise the manhole to the proposed sidewalk elevation during construction.

On the east side of STH 47 from the pedestal at Station 109+46 NB, 33' RT to the We Energies pole at Station 111+25 NB RT. This line will remain, but the pedestal at Station 109+46 NB, 33' RT will be removed prior to construction.

From the manhole at Station 110+70 SB, multiple lines run south along STH 47, and then west along the north side of CTH OO beyond Mason Street. The crossing of Mason Street (at Station 4+56 M) will be lowered 2' prior to construction. Otherwise, these lines will

remain. Maintain caution during placement of storm sewer, concrete bases, and retaining wall.

At Mason Street, there are multiple lines from the south end of the project to Station 2+32. These lines will be relocated to the west out of the proposed roadway widening, and be placed along the proposed sidewalk prior to construction.

Overhead:

On We Energies (electric) poles beginning at Station 111+25 NB along the east side of STH 47 and continuing to the north. These lines will be moved in conjunction with We Energies relocations prior to construction.

Contact AT&T twenty (20) working days weeks before an area will be available for AT&T to perform the manhole adjustments. Allow for a minimum of five working days' notice to coordinate adjustments during construction.

The field contact is Joseph Kassab, 221 West Washington Street, Appleton, WI 54911, (920) 735-3206.

City of Appleton (Dept. of Public Works – Sanitary). City of Appleton has sanitary sewer facilities within the project limits at the following locations with noted adjustments:

15" main along the east side of STH 47 throughout the length of the project. Laterals from this main within the construction limits are located at:

- East at 100+86 NB
- East at 101+80 NB
- West at 102+05 NB
- East at 106+05 NB
- West at 109+45 NB
- East at 110+85 NB
- East at 111+55 NB

8-10" main along the center of Weiland Avenue that goes to the west from the sanitary manhole at Station 103+37 NB, 30' RT.

8" main from the manhole at Station 103+43 SB, 40' LT that goes to the north along the west side of STH 47, and then to the west along the south side of CTH OO past the Mason Street project limits. There are no service laterals within the construction limits of this main.

8-15" main along the centerline of Mason Street. Laterals from this main within the construction limits are located at:

- West at 1+60 M
- East at 5+48 M

The City of Appleton will remove the sanitary manhole at Station 2+90 C, 6' RT, during construction. This work will take approximately two working days to complete. Provide a minimum of five working days advance notice to coordinate with the City of Appleton.

The City of Appleton will install a new sanitary manhole along the existing sanitary main at approximately Station 110+00 NB, 18' RT during construction. This work will take approximately three working days to complete. Provide a minimum of five working days advance notice to coordinate with the City of Appleton.

The City of Appleton will backfill trenches with granular backfill up to the subgrade elevation. If the area is required to handle traffic, the City of Appleton will place additional backfill and 4" temporary asphalt up to the driving surface.

The sanitary manhole at Station 107+20 SB, 27' LT will be adjusted by the City of Appleton prior to construction. A new sanitary manhole will be installed along the existing sanitary line at approximately 105+45 NB, 30' RT prior to construction.

The contractor shall adjust sanitary manhole covers at the following locations as part of this contract. See plans for locations.

Coordinate directly with the City of Appleton a minimum of five working days prior to work on sanitary manholes. The field contact is Scott Hart, 100 North Appleton Street, Appleton, WI 54911, (920) 419-6037, email: scott.hart@appleton.org.

City of Appleton (Dept. of Public Works – Water). City of Appleton has water main facilities within the project limits at the following locations with noted adjustments:

12" and 16" main along the west side of STH 47 throughout the length of the project. The City of Appleton will install a new main approximately 20 feet east of the existing main from Station 100+00 NB to Station 106+25 SB prior to construction. Laterals will be reconnected to the new main.

12" main along the south side of CTH OO from Mason Street to the main running along the west side of STH 47. The City of Appleton will install a new main approximately 15 feet south of the existing main from Station 197+50 EB to Station 205+00 EB prior to construction.

The City of Appleton will install a new main from Station 106+25 SB to the existing main at Station 1+15 C, RT and the new main from 205+00 EB to the new main along STH 47 during construction. This work will take approximately five working days to complete. Provide a minimum of ten working days advance notice to coordinate with the City of Appleton.

The City of Appleton will backfill trenches with granular backfill up to the subgrade elevation. If the area is required to handle traffic, the City of Appleton will place additional backfill and 4" temporary asphalt up to the driving surface.

12" main along the south side of CTH OO from the main running along the west side of STH 47 to the eastern project limits.

16" main along the east side of STH 47 from Station 102+10 NB to the main running along the south side of CTH OO.

The City of Appleton will install a new main along the east side of STH 47 from Station 105+75 NB to 107+00 NB, then along the south side of CTH OO to the eastern project limits prior to construction. This work includes a lateral connection across STH 47 at Station 105+75 NB and across CTH OO at 208+40 EB.

8" main along the south side of Weiland Avenue to the main running along the west side of STH 47.

The City of Appleton will install a new main prior to construction along the south side of Weiland Avenue approximately 10' south of the existing main from the main running along the west side of STH 47 to beyond the construction limits. The hydrant at Station 103+12 SB, LT will be removed, with a new hydrant being placed on the south side of Weiland Avenue outside of construction limits.

12" main along the west side of Mason Street throughout the length of the project.

The City of Appleton will install a new main approximately 9' west of the existing main prior to construction.

Discontinued 12" CIP main along the west side of STH 47 from CTH OO to the northern project limits.

Any required removal of section of this discontinued main is incidental to construction.

Discontinued 12" main along the south side of CTH OO west of Mason Street.

The City of Appleton will adjust all service lateral lengths, curb box locations and elevations. The contractor shall supply valve boxes and adjust valve box elevations as part of this contract. Coordinate directly with the City of Appleton a minimum of five working days prior to activities requiring adjustments. Depending on adjustment needs, two adjustments can be done per day. Overall time to do this work is eight working days.

The field contact is Erick Cardew, Appleton Water Foreman, (920) 419-6214.

Grand Chute Sanitary (Sanitary District 1). Grand Chute Sanitary has sanitary sewer facilities within the project limits at the following locations with noted adjustments:

Sanitary manholes at Station 211+29 WB, 8' LT and Station 211+54 EB, 17' RT with sanitary main running east to the project limits.

No conflicts are anticipated to underground sanitary sewer pipes. The two manholes will be adjusted as part of this contract. Coordinate directly with the Town of Grand Chute a minimum of five working days prior to adjusting manhole covers.

The field contact is Todd Prah, 1900 Grand Chute Blvd, Appleton, WI 54913-9613, (920) 832-1581.

Net Lec LLC – Communication Line. Net Lec has facilities within the project limits at the following locations with noted adjustments:

Overhead facilities on We Energies poles along the east side of STH 47 and the north side of CTH OO. These facilities will be moved as necessary prior to construction in conjunction with We Energies (electric) pole relocations.

Time Warner Communications. Time Warner Communications has underground and overhead communication facilities within the project limits at the following locations with noted adjustments.

Overhead on We Energies (electric) poles along the east side of STH 47, the north side of CTH OO, and the east side of Mason Street.

Time Warner Communications will relocate the overhead lines prior to construction in conjunction with We Energies.

Underground line from the pedestal at Station 102+90 NB, RT to the We Energies (electric) pole at Station 103+50 NB, RT.

Time Warner Communications will relocate the pedestal to the east of the existing location in conjunction with We Energies relocations prior to construction.

Underground line from the pole at Station 105+32 NB, RT to the east.

Time Warner Communications will relocate the line in conjunction with We Energies relocations prior to construction.

Underground line from the pole at Station 106+80 NT, RT to the north, crossing STH 47 at Station 107+35 NB to the west.

Time Warner Communications will lower the line beyond anticipated construction limits prior to construction.

Underground crossing of CTH OO at approximately Station 212+80 EB. This line will remain in place.

WE Energies (Electric). WE Energies has overhead and underground electric facilities within the project limits as described below with noted adjustments.

Overhead lines on poles along the east and west side of STH 47, the north and south side of CTH OO, and the east and west side of Mason Street.

We Energies will remove and/or relocate all their poles as necessary within the construction limits prior to construction. Poles within the construction area will be approximately located at the following locations:

99+65 NB, 43' RT
100+00 NB, 43' RT
101+99 NB, 52' LT
102+03 NB, 35' RT
103+70 NB, 98' LT
103+73 NB, 36' RT
105+07 NB, 44' RT
106+47 NB, 65' RT
3+81 C, 53' RT
110+05 SB, 58' LT
109+98 NB, 41' RT
111+24 NB, 39' RT
111+26, SB, 37' LT
112+46 NB, 38' RT
113+85 NB, 38' RT
114+50 SB, 38' LT
115+24 SB, 53' LT
115+35 NB, 38' RT
187+38 EB, 92' RT
187+71 EB, 56' LT
188+82 EB, 56' RT
190+89 EB, 56' LT
192+54 EB, 57' LT
194+07 EB, 57' LT
196+53 EB, 57' LT
199+07 WB, 41' LT
200+68 WB, 42' LT
202+02 WB, 46' LT
203+78 WB, 51' LT
204+77 WB, 48' LT
205+44 WB, 42' LT
209+72 WB, 38' LT
209+74 WB, 50' LT

211+35 EB, 29' RT (temporary pole to be removed in 2017)
211+84 WB, 40' LT
213+20 WB, 49' LT

All poles along the east side of Mason Street will remain.

Underground line crossing STH 47 diagonally at Station 101+50 NB will be discontinued. A new underground line crossing of STH 47 perpendicularly at Station 100+22 will be placed prior to construction.

Underground line will be placed along the east side of STH 47 from Station 100+22 to the pole at Station 103+73 NB, 36' RT prior to construction.

Underground line around 105+00 NB, RT will be relocated back to the new pole at Station 105+07 NB, 44' RT prior to construction.

Underground line will be placed along the east side of STH 47 from the new pole at 109+98 NB, 41' RT to Station 109+25 NB, RT prior to construction.

Underground line will be placed across CTH OO at Station 211+92 WB from the new pole at 211+84 WB prior to construction. The line will be along the south side of CTH OO from this crossing back to a sign at Station 210+60 EB, 65' RT.

Notify We Energies five working days in advance for de-energization needs during construction operations.

Coordinate street lighting adjustments and traffic signal adjustments with the City of Appleton.

The field contact is Kenneth J. Van Oss, 800 S Lynndale Dr, Appleton, WI 54912-1699, (920) 380-3318.

WE Energies (Gas). WE Energies has underground gas facilities within the project limits at the following locations with noted adjustments:

There is an existing main along the east side of STH 47 throughout the length of the project. Lateral crossings of STH 47 are at the following stations:

101+70 NB
103+75 NB
107+00 NB
109+23 NB (east/west cross main)
114+85 NB

We Energies (Gas) will discontinue this line from Station 100+50 NB, RT to Station 109+70, RT. We Energies (Gas) will install new 4" gas main prior to construction. generally under the proposed sidewalk along the west side of STH 47 from Station 100+50 NB to Weiland Avenue. The main will cross Weiland Avenue 74 feet west of the STH 47 NB reference line. North of Weiland Avenue, the main will generally be under the proposed sidewalk to Station 206+00 EB RT, cross CTH OO from Station 206+00 EB, RT to Station 206+00 WB LT, where it will tee into the proposed east/west main. Lateral crossings of STH 47 will be at the following stations:

100+50 NB

101+80 NB

102+62 NB

103+13 NB

106+20 NB: This relocated crossing conflicts with proposed storm sewer. We Energies will adjust the depth during construction. Coordinate with We Energies Gas three working days in advance of this work. We Energies Gas three working days to do the work.

The existing main north of 109+70 RT will remain. Lateral crossings of STH 47 will be at the following stations.

109+45 NB (new east/west cross main)

114+85 NB (existing)

There is an existing main along the north side of CTH OO throughout the length of the project. Lateral crossings of CTH OO within the construction limits are at the following stations:

181+30 EB (north/south cross main)

198+75 EB (north/south cross main)

200+73 WB

207+75 WB (north/south cross main)

211+35 WB

We Energies (Gas) will discontinue this line from Station 204+70 WB, LT to Station 210+40 WB, LT. We Energies (Gas) will install new 4" gas main prior to construction generally under the proposed sidewalk along the west side of STH 47 from Station 204+70 WB, LT to Station 109+45 SB, LT, cross STH 47 from Station 109+45 SB, LT to Station 109+45 NB, RT, and continue under the sidewalk to 210+40 WB, LT. Lateral crossings of CTH OO will be at the following stations:

181+30 EB (existing)
198+75 EB (existing)
200+73 WB (existing)
206+00 WB (new cross main)
210+00 WB
211+35 WB (existing)

We Energies (Gas) will cap the main at Station 190+25 EB LT and install a bypass from Station 197+75 EB, LT to Station 198+25 EB, LT to accommodate traffic signal bases.

There is a 16" deep bore main along the north side of CTH OO throughout the length of the project. There is also a main generally located above the deep bore main, which was discontinued once replaced by the deep bore main.

A portion of the discontinued main along the north side of CTH OO is in conflict with grade cuts and proposed storm sewer. This main is known to have an asbestos coating and will be removed by We Energies Gas during construction. The section of pipe requiring removal is from Station 204+50 WB, 43' LT to Station 212+00 WB 43' LT. Coordinate with We Energies Gas ten working days in advance of this work. We Energies Gas anticipates ten working days to do the work.

There is an existing main along the south side of CTH OO from 207+75 EB, RT to Station 210+00 EB, RT. This main will be discontinued.

We Energies (Gas) will replace the main at the Mason Street crossing at Station 5+50 M prior to construction.

Be aware that We Energies (Gas) trenches are backfilled with sand. Restore with sand if trenches are disturbed during construction activities.

The field contact is Cody Beckman, 800 S Lynndale Dr, Appleton, WI 54912-1699, (920) 380-3422, mobile (920) 428-1038.

7. 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. Fazoli's: Station 105+00 NB to Station 107+25 NB from 100 feet RT of centerline to 150' feet RT of centerline.
2. Kim's Credit Union: Station 113+00 NB to Station 115+00 NB from 100 feet RT of centerline to 150' feet RT of centerline.
3. Taco Bell and Kwik Trip: Station 210+50 WB to Station 212+00 from 50 feet LT of centerline to 150' feet LT of centerline.

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:

Name: Timothy Rank
Wisconsin DOT, Northeast Region
Address: 944 Vanderperren Way
Green Bay, WI 54304
Phone: (920) 360-2579
e-mail: Tim.Rank@dot.wi.gov

107-100 (20050901)

8. Notice to Contractor.

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

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

9. Coordination with Businesses.

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting 14 days prior to the start of work under this contract and monthly thereafter. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held.

729 West Northland Avenue (Walgreens Co)

Notify Walgreens Co. at least seven calendar days prior to commencing work within the easement area shown on the plans. Avoid work within the easement area in the months of November and December, unless it is for restoration of the easement area. Do not use the easement area for storage of materials or as a construction staging area.

10. Work by Others – City of Appleton.

The City of Appleton, Department of Public Works will be responsible for the following work concurrent with work under this contract:

- Traffic Signals and Lighting:
 - Removal of above-ground traffic signal components, including poles, assemblies and attached signs.
 - Removal of city-owned, above-ground lighting components, including poles, assemblies, and attached signs.
 - Furnishing and installing above-ground traffic poles and assemblies, including lighting attachments.
 - Furnishing and installing above-ground lighting poles and assemblies at the signalized intersections (Mason Street, West Service Road, Bennett Street).
 - Furnishing and installing traffic signal and lighting wire at the signalized intersections (Mason Street, West Service Road, Bennett Street).
 - Furnishing and installing control cabinets and electrical service meter breaker pedestals, and coordinating installation of new electrical service with We Energies (Mason Street, West Service Road, Bennett Street, Richmond Street).
 - Installing monotube assemblies.
 - Installing microwave detectors.
 - Furnishing and installing fiber optic interconnect system.
 - Testing

Coordinate all stages of the electrical construction with the City of Appleton, and allow for the City of Appleton crew to conduct their necessary work. Notify the City of Appleton five working days before the city is to begin their work. The City of Appleton anticipates that totality of the above stated work will take six weeks to complete, completed in various stages and sequence of the contractor's project schedule. Also, coordinate all work including traffic staging and closures with the City of Appleton to accommodate their work. The contact person from the City of Appleton is Mike Hardy, (920) 832-6478.

The City of Appleton is responsible for the erection of traffic signals once the concrete bases, underground conduit, and pull rope have been placed at the CTH OO intersections with Mason Street, West Service Road, and Bennett Street.

- Signing:
 - Furnishing and installing sign supports and signs owned by the City of Appleton as noted by "IBO" in the plans.
 - Furnishing and signs to be installed by the contractor as noted by "FBO" in the plans.

Coordinate with City of Appleton – Valley Transit for bus stop signs ten working days prior to road closure. The contact person for Valley Transit is Amy Erickson, (920) 832-2295, Amy.Erickson@appleton.org.

Coordinate all other signing with City of Appleton. The contact person from the City of Appleton is Eric Lom, (920) 832-3958 or Mike Hardy, (920) 832-6478.

11. Work by Others – Outagamie County Highway Department.

Outagamie County Highway Department is planning a pavement overlay along CTH OO west of Mason Street to the STH 47/CTH OO roundabout western construction limits. Outagamie County Highway Department anticipates the above state work will take approximately two (2) weeks to complete. Once paving operations are completed by Outagamie County, place pavement markings on CTH OO as shown in the plans. Stage work with Outagamie County such that the asphalt overlay and pavement marking are complete prior to opening the roundabout to through traffic.

Coordinate the elevations associated with Adjusting Inlet Covers for IN28.1, IN28.3, and IN28.4. Other elevation adjustments deemed necessary for the pavement overlay outside of the contractor work limits is the responsibility of Outagamie County.

Contact Outagamie County Highway Department to coordinate the work and necessary traffic control adjustments along CTH OO. The contact person is Andy Rowell at Outagamie Highway Department, (920) 832-5673.

12. Survey Monument Coordination.

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

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

13. Removing Miscellaneous Structures.

Supplement standard spec 204 as follows:

Add the following to standard spec 204.1.1 General Requirements:

When salvaging existing Bases, Cabinet Basement for reuse, each shall be protected and stored properly by the contractor until reinstalled as indicated on the plans. Installation of Salvaged Bases, Cabinet Basements will be paid separately.

Add the following to standard spec 204.3.2.2:

When removing concrete bases or cabinet bases, the City of Appleton will remove all existing traffic signal components and hardware from the base prior to removing the structure. Provide the City traffic engineer or designee seven days' notice prior to executing any removals.

When the plans indicate the conduit leading to an existing concrete base or pull box is to be intercepted and reused, the conduit shall be exposed and cut cleanly prior to removal of the base. Damage to the existing conduit during removal shall be repaired and replaced at the contractor's expense.

When the plans indicate a base, concrete cabinet is to be salvaged for reuse elsewhere in the project, the contractor shall take responsibility for the unit when removal begins until the unit is acceptably reinstalled.

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

A Description

A.1 General

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

Advanced Disposal Hichory Meadow Landfill
W3105 Schneider Road
Hilbert, WI 54219

Waste Management Ridgeview RDF
6207 Hempton Lake Road
Whitelaw, WI 54247

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

This special provision also describes pumping and disposing of contaminated groundwater into the sanitary sewer if dewatering is necessary.

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

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

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Previous investigations indicate that petroleum-contaminated soil is present at the following location(s):

Adjacent to 2619 North Richmond Street, Appleton, WI from Station 102+00 to Station 102+75 from the reference line to construction limits left.

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

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

Name: Timothy Rank
Wisconsin DOT, Northeast Region
Address: 944 Vanderperren Way
Green Bay, WI 54304-5344
Phone: (920) 360-2579
e-mail: Tim.Rank@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant retained by the department. Contact Kathie VanPrice to obtain contact information for the environmental consultant: Kathie VanPrice, (920) 492-7175, Kathie.VanPrice@dot.wi.gov.

The role of the environmental consultant will be limited to:

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

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

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not pump or haul contaminated groundwater offsite without specific approval from the environmental consultant. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Protection of Groundwater Monitoring Wells.

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

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Kathie VanPrice, (920) 492-7175, Kathie.VanPrice@dot.wi.gov with the department.

A.6 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

Disposal of petroleum-contaminated soil at the bioremediation and landfill facility is subject to the facility's safety policies.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite disposal. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

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

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

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

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas. Any water generated during dewatering operations (if necessary) will be considered incidental to the project.

Water generated from dewatering activities within the contaminated groundwater may exceed the surface water discharge limits for petroleum compounds specified in the DNR's "General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operations" (WPDES Permit No. WI-0046566-5), Table 3.1.

Dispose of groundwater generated from the contaminated areas in the sanitary sewer from the Appleton Waste Water Treatment Plant. Contact Brian Kreski (Environmental Programs Director for the City of Appleton) at (920) 832-2316 to obtain a copy of the city's Special Waste Disposal Permit (SWDP) Application for approval of the disposal. A key requirement is the analyses for Volatile Organic Compounds (VOCs) which must be obtained within 60 days of anticipated discharge date. VOC analysis must meet USEPA method 5030/8021 criteria. Collect and laboratory analyze the groundwater sample for disposal approval.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay

any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

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

E Payment

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

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

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

15. QMP Base Aggregate.

A Description

A.1 General

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

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

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

A.2 Contractor Testing for Small Quantities

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

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

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

B Materials

B.1 Quality Control Plan

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

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

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

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.

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

B.6 Test Methods

B.6.1 Gradation

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

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

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

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

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

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

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

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

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

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20151210)

16. Protection of Concrete.

Supplement standard spec 415.3.14 as follows:

The contractor shall 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. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.

(NER11-0127)

17. Railing Pipe, Item 513.2050.S.

A Description

This special provision describes furnishing and installing a pipe railing system for pedestrians as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

B (Vacant)

C Construction

Weld the posts and rails together.

D Measurement

The department will measure Railing Pipe in length by the linear foot along the top rail.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
513.2050.S	Railing Pipe	LF

Payment is full compensation for furnishing all materials; installing all materials; and painting.

513-005 (20030820)

18. Manhole and Inlet Adjusting Rings.

Supplement standard spec 611.3 as follows:

When using concrete adjustment rings:

The height of the grade ring shall equal (to within an inch and not to exceed) the height of the adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed where one will suffice. Concrete grade rings less than 2-inches in thickness are not allowed. Concrete rings shall be of a size that closely matches the inside and outside dimensions of the structures.

When using rubber adjustment rings:

Rubber grade rings shall be in a flat and/or tapered configuration of a size to closely match the inside and outside dimensions of circular or rectangular structures, installed individually or in combination not to exceed 3-inches in height. If more than 3-inches of adjustment is necessary, use one concrete ring 3-inches or more in height with rubber rings on top of the concrete ring. If multiple rubber adjustment rings are necessary, a maximum of two adjustment rings can be used. Rubber grade rings shall be tapered to match the cross slope and profile of the roadway.

(NER13-0611)

19. Fence Safety, Item 616.0700.S.**A Description**

This special provision describes furnishing and installing a plastic fence at locations shown on the plans and as hereinafter provided.

B Materials

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements.

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

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

616-030 (20160607)

20. Furnishing and Planting Plant Materials.

A Description

Perform the work under this item according to the plans, standard spec 632 and as hereinafter provided.

B Materials

B.1 Plant Materials

Modify standard spec 632.2.2 to include the following:

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map"

produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

B.2 Plant Approval

Modify standard spec 632.2.2.8 as follows:

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

C Construction

C.1 Planting

Revise standard spec 632.3.7, paragraph 3, sentence 4 as follows:

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the entire root ball of B&B plants.

C.2 Excavation of Planting Holes

Revise standard spec 632.3.4 as follows:

The minimum horizontal measurement of the plant hole shall be no less than 24 inches (600mm) greater than the diameter of the ball, container, or root mass for the full depth of the planting hole.

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

C.3 Plant Establishment Period

Replace standard spec 632.3.18.1.1 with the following:

A plant establishment period of 1 year shall follow the completion of planting.
(NER11-0523)

21. 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 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)

22. Removing Small Signs and Removing Small Sign Supports.

Conform to the requirements of standard spec 638 and as hereinafter provided.

General

For signs noted for removal, carefully disassemble sign plates from posts, and store at a site designated by the engineer for pickup by Outagamie County Highway Department. Contact Andy Rowell at Outagamie Highway Department, (920) 832-5673.

23. Traffic Control.

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

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

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

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

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

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

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

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

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

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.

- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

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

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.
(NER09-1119)

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

A Description

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

B Materials

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

- Asphaltic surface conforming to standard spec 465.2.

C Construction

Place, compact, and level a dense graded aggregate foundation 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.

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

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.
644-010 (20150630)

25. Temporary Curb Ramp, Item 644.1601.S.**A Description**

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

B Materials

Furnish materials as follows:

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

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

C Construction

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

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

D Measurement

The department will measure temporary curb ramps by each individual ramp, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1601.S	Temporary Curb Ramp	Each

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

644-020 (20150630)

26. Temporary Pedestrian Safety Fence, Item 644.1616.S.**A Description**

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

B Materials

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

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

C Construction

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

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

D Measurement

The department will measure Temporary Pedestrian Safety Fence by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1616.S	Temporary Pedestrian Safety Fence	LF

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence.

644-025 (20150630)

27. Pavement Marking Grooved Epoxy 8-Inch, Item 646.0127.S.**A Description**

This special provision describes providing grooved standard epoxy pavement marking.

Conform to standard spec 646 as modified in this special provision.

B Materials

Furnish 20 mils standard epoxy pavement marking from the department's approved products list. Provide AAASHTO M247 Type I bead gradation at a drop rate of 22.5 to 25.0 pounds per gallon of epoxy.

C Construction**C.1 General**

Plane the grooved lines as the plans show. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 60 mils \pm 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the pavement marking.

C.4 Groove Position

Position the groove edge as the plans show. If necessary, groove a minimum of 4-inches but not greater than 12-inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

C.5 Groove Cleaning**C.5.1 Concrete**

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

cutting to remove any build-up of cement dust and water slurry. Do not let slurry harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and before applying pavement marking. Clean and dry the groove before applying adhesive and placing pavement marking. Use a high-pressure air blower with at least 185 cubic feet per minute air flow and 90 psi air pressure to clean the groove.

C.5.2 Asphalt

Groove pavement five or more days after paving.

If opening an asphalt lane to traffic that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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

Use a high-pressure air blower with at least 185 cubic feet per minute air flow and 90 psi air pressure to clean the groove.

D Measurement

The department will measure the Pavement Marking Grooved Epoxy bid items by the linear foot of line, 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
646.0127.S	Pavement Marking Grooved Epoxy 8-Inch	LF

Payment is full compensation for providing grooved epoxy marking; for removing existing or temporary marking; and for grooving, cleaning, and preparing the pavement surface.

646-012 (20160607)

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

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

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

C.5.2 New Asphalt

Groove pavement five or more days after paving.

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

C.5.3 Existing Asphalt

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

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

C.6 Tape Application

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

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

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

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

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

D Measurement

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

E Payment

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

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

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-022 (20120615)

29. Electrical General.**A Description**

This section supplements standard spec 651.

B Materials

All materials furnished by the contractor for electrical installation under this contract are subject to approval by the engineer.

Furnish a complete list of materials to be furnished and used. Include on the list the names and addresses of manufacturers, together with catalog numbers, certificates of compliance, specifications, and other product information requested by the engineer. Submit the list within 20 calendar days of the award of the contract. No materials shall be incorporated into the contract prior to the written approval of the engineer. Approval does not change the intent of the specifications. Resubmit for approval any substitute or changes in material.

Up to two submittals of material for approval are allowed. If more than two submittals are required, the contractor will be charged on a time-and-material basis for additional review time with payment made before submittals will be returned.

C Construction**C.1 General**

Perform all work in conformance with the Wisconsin Electrical Code, National Electric Code (NEC), National Electrical & Safety Code (NESC), and the construction practices of the National Electrical Contractors Association (NECA).

Coordinate locations of proposed signal bases, street light bases, traffic signal cabinet base, and pull boxes with the City of Appleton Traffic Engineer after being staked but prior to placement by the contractor. Notify the City of Appleton Traffic Engineer three business days in advance to coordinate locations. The contact person for the City of Appleton is Mike Hardy, (920) 832-6478.

Make available for inspection any installations below grade before backfilling or concealing. The engineer reserves the right to reject installations not made available for inspection.

Contact the engineer for coordination and inspection of all electrical installations.

Obtain utility locations prior to work and verify with engineer the routing of existing underground wiring and lighting circuits.

Show care not to damage existing conduit and wiring to remain.

Furnish all labor, material, equipment and incidentals necessary to complete the project according to the plans and specifications and to provide a completely operational system. All items not specifically identified, but required shall be incidental to the most appropriate bid item.

C.2 Underground Installation

The conduit shall be directionally bored where the conduit passes under an existing roadway, driveway, sidewalk, or other hard surfaces, unless noted otherwise in the plans. Correct any “bumps” or “pavement failures” caused by boring operations to the satisfaction of the engineer. Hand trench and/or directional bore around existing trees/plantings as required to minimize harm to the trees/plantings.

C.3 Removals

Provide for the proper removal and disposal of materials and equipment not to be reused off-site in an approved manner. Properly store and protect any materials that will be reused or reinstalled. Repair or replace any damage to removed materials to be reused as determined by the engineer at no additional cost to the project.

Completely remove all concrete bases. Backfill all concrete base removals with Gradation No. 2 compacted gravel.

D (Vacant)

E Payment

The department will pay for the work specified under the various traffic signal and lighting items.

30. Electrical Conduit.

Supplement standard spec 652 as follows:

Add the following to standard spec 652.3.1.1 Installation of Conduit, General:

A pull rope shall be installed in each run of conduit, as laid to have electrical cables and wires installed by others (City of Appleton). The pull rope shall be approximately 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway

access point. The pull rope shall be anchored at each access point in a manner acceptable to the engineer.

All conduit ends shall be identified with indelible marker with the identification for the traffic signal/street light base, loop detector, or other facility they serve (i.e. NW SB1, D41).

All conduit runs should be as straight as possible to minimize material costs, construction costs, and to facilitate the pulling of electrical cable.

Conduit runs shall be cleaned out and have bell ends installed within 24 hours of completion of each conduit run.

When the plans indicate the conduit leading to an existing concrete base or pull box is to be intercepted and reused, the conduit shall be exposed and cut cleanly prior to removal of the base. Damage to the existing conduit during removal shall be repaired and replaced at the contractor's expense.

Where the plans indicate installation of conduit into an existing cabinet with a cast concrete basement, access the basement underground through knockout locations. Use an approved expandable foam sealant at the conduit entrance and knockout. Foam shall expand to completely seal out debris and moisture from entering the cabinet basement.

31. Pull Boxes.

Supplement standard spec 653 as follows:

Add the following to standard spec 653.3:

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with industry standard mechanical tamping equipment.

Install grounding lug, equipment grounding electrode and grounding in each pull box.

32. Loop Detector Wire.

Supplement standard spec 655 as follows:

Amend standard spec 655.2.8(1) as follows:

Furnish 12 AWG, XLP insulated, USE rated, single conductor, stranded copper for loop detector wire placed in PVC conduit.

Furnish 14 AWG, single conductor, stranded copper conforming to IMSA Specifications 51-5 for loop detector wire placed in pavement grooves.

Add the following to standard spec 655.3.3, Construction:

Verify all wiring routes shown in the plans and coordinate wiring schedule with the City Traffic Engineer or designee.

33. Luminares Utility LED C; Luminares Utility LED D.

Supplement standard spec 659.2 as follows:

Supply Navion Roadway LED Luminares as manufactured by Cooper for the lighting in this contract. The LED C Luminaire Catalog# is NVN-AE-03-D-VOLT-T3R-10K-AP-WISDOT. The Type LED D Luminaire Catalog# is NVN-AE-04-D-VOLT-T3R-10K-AP-WISDOT.

34. Communication Vault Type 1.

Amend standard spec 673.2 (3), as follows:

Furnish a two-piece vault lid with a minimum design load of 15,000 pounds with a permanent stamp reading "TRAFFIC" or as the plans show. Ensure that the vault lid has two slots measuring 1/2 inch by 4 inches to use as a pull out and has enough metal in it to be detectable with a metal detector.

35. Little Spire Russian Sage, 1 Gal, Pot/CG, Item, SPV.0060.01; Silver Princess Shasta Daisy, 1 Gal, Pot/CG, Item SPV.0060.02.

A Description

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

B Materials

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

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

(3) A list of sources for plants shall be furnished according to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

(4) Provide type B fertilizer.

C Construction

Ensure that Planting Mixture has been placed according to specifications.

Stake out location of plantings for approval by supervising engineer.

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

Plant perennials in prepared beds with a timed-release fertilizer thoroughly incorporated into the top 6" inches of planting soil at the manufacturers recommended rate. Use a fertilizer conforming to the following minimum requirements:

Nitrogen	19%
Phosphoric	6%
Potash	12%

Thoroughly water-in plants to eliminate all air pockets in the planting pit.

Plant all perennials between May 1 and September 1 unless directed otherwise by the engineer.

D Measurement

The department will measure (Species) (Root) (Size) as each perennial planted, 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	Little Spire Russian Sage, 1 Gal, Pot/CG	Each
SPV.0060.02	Silver Princess Shasta Daisy, 1 Gal, Pot/CG	Each

Payment is full compensation according to standard spec 632.5.

36. Sanitary Manhole Adjustments, Item SPV.0060.03.

A Description

Adjust sanitary manholes according to City of Appleton specifications, as shown in the plans and as hereinafter provided.

Coordinate directly with the City of Appleton a minimum of 5 working days prior to work on sanitary manholes. The field contact is Scott Hart, 100 North Appleton Street, Appleton, WI 54911, (920) 419-6037, email: scott.hart@appleton.org. The City of Appleton will coordinate on behalf of the Town of Grand Chute for the two manholes identified as belonging to the Town of Grand Chute.

B Materials

Provide new manhole chimney, concrete adjustment rings (3-inch minimum thickness), internal chimney seal, and reuse the existing frame and cover. Contact the City of Appleton or Town of Grand Chute for size and material specifications. Coordinate with Erick Cardew, Appleton Water Foreman, (920) 419-6214.

C Construction

See City of Appleton specifications for construction requirements.

D Measurement

The department will measure Sanitary Manhole Adjustments, as a unit of work for each individual manhole, acceptably adjusted according to the contract.

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	Sanitary Manhole Adjustment	Each

Payment is full compensation for providing all required materials, including chimney, concrete adjustment rings and chimney seal; for salvaging and reinstalling the existing frame and cover; for furnishing all necessary excavation, backfilling, disposing of excess material, and for cleaning out and restoring the work site.

37. Water Valve Box Placement, Item SPV.0060.04.**A Description**

Place and adjust water valve boxes to final surface elevations, as shown in the plans and as hereinafter provided.

B Materials

Provide valve boxes according to City of Appleton size and material specifications. Coordinate with Erick Cardew, Appleton Water Foreman, (920) 419-6214.

C Construction

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

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

D Measurement

The department will measure Adjusting Water Valve Box as a unit of work for each individual valve box, acceptably placed according to the contract.

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	Water Valve Box Placement	Each

Payment is full compensation for providing the valve box, adjusting each valve box, excavating as necessary to place the valve box; backfilling; repairing any damage done to the valve box during placement or adjustment; and for adding new sections if necessary.

38. Storm Sewer Lateral Connection, Item SPV.0060.05.**A Description**

This special provision describes connecting existing PVC storm sewer laterals to new storm sewer mains according to standard spec 608, as shown in the plans, and as hereinafter provided.

B Materials

Furnish PVC pipe conforming to ASTM Specification D-3034.

C Construction

The lateral connection pipe size diameter shall match the diameter of the existing lateral.

Excavate and replace pipe length as necessary in order to achieve a maximum pipe slope of 2 percent from the existing lateral to the new storm main. Use manufacturer's directions to connect the new PVC pipe to the existing lateral. Install elbows as necessary to achieve the desired pipe slope. Pipe slopes greater than 2 percent must be approved by the engineer.

Cut an opening in the storm sewer main using a core drill having a mechanically powered hollow cylindrical bit. Cut-in connections shall not protrude beyond the inside wall of the main pipe. Install a pipe hub with a rubber sleeve in the opening to prevent the lateral pipe from protruding into the main as backfill pressure is applied. Watertight seals (Inserta-Tee, Kor-N-Tee or approved equal) may be used with approval from the engineer.

Use a Kor-N-Seal or approved equal to connect the new PVC pipe to the storm sewer main.

D Measurement

The department will measure Storm Sewer Lateral Connections, as a unit of work for each individual connection assembly, acceptably placed according to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Storm Sewer Lateral Connection	Each

Payment is full compensation for providing all required materials, including connection fittings, sealants, and PVC pipe; for removing the existing length of pipe; installing the new length of pipe; and for furnishing all necessary excavation backfilling, and disposing of excess material.

39. Inlets 2x2.5-FT Special, Item SPV.0060.06.**A Description**

Construct Inlets 2x2.5-FT Special as shown on the plans, or as directed by the engineer, and according to standard spec 611 and as hereinafter provided.

B Materials

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

C Construction

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

Replace standard spec 611.3.3(1) with the following:

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

D Measurement

The department will measure Inlets 2x2.5-FT Special as each individual inlet, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Inlets 2x2.5-FT Special	Each

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

40. Inlets 2x3-FT Special, Item SPV.0060.07.

A Description

Construct Inlets 2x3-FT Special as shown on the plans, or as directed by the engineer, and according to standard spec 611 and as hereinafter provided.

B (Vacant)

C Construction

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

D Measurement

The department will measure Inlets 2x3-FT Special as each individual inlet, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Inlets 2x3-FT Special	Each

Payment is full compensation according to standard spec 611.5.

41. Concrete Bases City Type 1 (12 ¾-Inch Bolt Circle), Item SPV.0060.08.

A Description

This special provision describe Concrete Bases City Type 1 (12 ¾-Inch Bolt Circle). Perform work conforming to standard spec 654 and as follows.

B Materials

Amend standard spec 654.2.1(6), Concrete Bases, as follows:

Use schedule 80 PVC electrical conduit conforming to standard spec 652.

Add the following to standard spec 654.2:

Each underground end of the 90 degree electrical conduit sweep extending out from the base shall have a molded, integral bell-ended coupling.

C Construction

Add the following to standard spec 654.3:

Concrete base forms shall be extra heavy duty, ½” minimum thickness. Site inspection by the engineer is required upon completion of setting the base form, prior to pouring of concrete.

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Concrete Bases City Type 1 (12 ¾- Inch Bolt Circle 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.0060.08	Concrete Bases City Type 1 (12 ¾- Inch Bolt Circle)	Each

Payment is full compensation conforming to standard spec 654.5.

42. Bases Cabinet Basement, Item SPV.0060.09.**A Description**

This section describes furnishing and installing prefabricated concrete bases for traffic signal cabinets according to the pertinent provisions of standard spec 654 and as hereinafter provided.

B Materials

Supplement standard spec 654.2 as follows:

Amend standard spec 654.2.1(1), Concrete Bases, as follows:

Use schedule 80 PVC electrical conduit conforming to the electrical conduit specified in standard spec 652.

Add the following to standard spec 654.2.1, Concrete Bases:

Furnish a prefabricated foundation, including hardware, as shown in the plan details.

C Construction

Verify all final base locations with the City of Appleton Traffic Engineer before construction.

Use an approved expandable foam sealant at conduit entrances and knockouts. Foam shall expand to completely seal out debris and moisture from entering the cabinet basement.

Fill excavations or voids with backfill compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Bases Cabinet Basement as each individual base furnished and installed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Bases Cabinet Basement	Each

Payment is full compensation for obtaining and installing prefabricated concrete base; and for disposing of excess materials and debris.

43. Install Salvaged Bases Cabinet Basement, Item SPV.0060.10.

A Description

This section describes installing salvaged prefabricated concrete bases removed on the project for traffic signal or street lighting cabinets according to the pertinent provisions of standard spec 654, and as hereinafter provided.

B Materials

Supplement standard spec 654.2 as follows:

Amend standard spec 654.2.1(1), Concrete Bases, as follows:

Use schedule 80 PVC electrical conduit conforming to the electrical conduit specified in standard spec 652.

Use existing prefabricated foundation, salvaged and safeguarded from this project where the plans show, including hardware, as shown in the plan details.

C Construction

Verify all final base locations with the City of Appleton Traffic Engineer before construction.

Use an approved expandable foam sealant at conduit entrances and knockouts. Foam shall expand to completely seal out debris and moisture from entering the cabinet basement.

Fill excavations or voids with backfill compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Install Salvaged Bases, Cabinet Basement as each individual base salvaged from removal elsewhere on this project and installed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Install Salvaged Bases Cabinet Basement	Each

Payment is full compensation for salvaging and installing prefabricated concrete base; for disposing of excess materials and debris.

44. Utility Line Opening, Item SPV.0060.11.**A Description**

This special provision describes excavating to uncover utilities for the purpose of determining the elevation of those utilities and to determine if potential conflicts with proposed storm sewer exist.

B (Vacant)**C Construction**

Complete the Utility Line Opening (ULO) as shown on the plan or as directed by the engineer. Excavate in a manner such that the utility in question is not damaged, and the safety of the workers is not compromised.

Perform the ULO as soon as possible and at least three days in advance of proposed utility or street construction to allow all conflicts to be resolved with minimal interruption. Where utilities are within 6 feet of each other at a location, only one ULO shall be called for. In this case, a single ULO shall be considered full payment to locate multiple utilities.

Ensure that all utility line openings have been approved by, and coordinated with, the engineer.

D Measurement

The department will measure Utility Line Opening by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Utility Line Opening	Each

Payment is full compensation for performing all excavation; locating the utility; documenting utility lateral and depth information and providing it to the engineer; and for furnishing and placing all backfill materials necessary to restore the site.

45. Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.12.

A Description

This special provision describes furnishing and installing Pull Box Non-Conductive 24x42-Inch shown on the plans.

B Materials

Furnish pull boxes, frames, and lids made of non-conductive material. Pull boxes, frames, and lids shall be suitable for Tier 15 loading as specified in ANSI/SCTE 77.

C Construction

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive 24x42-Inch as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under 205.3.12. Use covers stamped with "ELECTRIC". Provide one 24" length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

D Measurement

The department will measure Pull Box Non-Conductive 24x42-Inch as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Pull Box Non-Conductive 24x42-Inch	Each

Payment for Pull Box Non-Conductive 24x42-Inch is full compensation for providing and installing pull boxes, frames, lids, aggregate, fasteners, reinforcing steel; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling and disposing of surplus material. The department will pay separately for engineer-directed pull box drain duct under the Conduit Rigid Nonmetallic bid items as specified in 652.5.

46. Signs Type II Furnished by Others, Item SPV.0060.13.

A Description

Signs will be furnished by the City of Appleton, and shall be installed by the contractor. The contact person for delivery from the City of Appleton is Eric Lom, (920) 832-3958.

Conform to the requirements of standard spec 637 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Signs Type II Furnished by Others as each individual sign, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Signs Type II Furnished by Others	Each

Payment is full compensation for obtaining and installing signs according to standard spec 637.

47. Street Sweeping, Item SPV.0075.01.

A Description

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

B (Vacant)

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment is full compensation for providing street sweeping and disposal of debris.
(NER11-0602)

48. Concrete Curb and Gutter 24-Inch Type D, Item SPV.0090.01; Concrete Curb 12-Inch Type D, Item SPV.0090.02; Concrete Curb 24-Inch Type D, Item SPV.0090.03.

Construct Concrete Curb and Gutter 24-Inch, Concrete Curb 12-Inch, and Concrete Curb 24-Inch according to standard spec 601 and as shown in the plans.

49. Tray Cable for Street Lighting 2 Conductor 10 AWG, Item SPV.0090.04; Tray Cable for Street Lighting 2 Conductor 12 AWG, Item SPV.0090.05.

A Description

This section describes furnishing and installing electrical tray cable in electrical conduit for roadway lighting.

B Materials

Furnish conductors conforming to electrical wire, lighting specified in standard spec 655.2.6.

Furnish 2 conductor, stranded copper, 600 volt AC, 90 degree Celsius rated wet/dry, PVC jacketed tray cable, of the specified quantity and wire size of conductors. Conductor jacket colors to be black and red.

C Construction

Install tray cable in electrical conduit as the plans show.

Provide an 18 inch length of cable in each hand-hole for termination. For all wires entering each pull box, provide an extra loop, approximately 6 feet in length, to remain in each pull box. This loop of wire is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

Install cable with conductors in continuous lengths without splices from the cabinet terminal to the transformer base. Do not splice in pull boxes.

The City of Appleton will perform all terminations in the electrical cabinet. Clearly mark and label all circuits according the assignment the plans show.

D Measurement

The department will measure Tray Cable for Street Lighting 2 Conductor (# AWG) by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Tray Cable for Street Lighting 2 Conductor 10 AWG	LF
SPV.0090.05	Tray Cable for Street Lighting 2 Conductor 12 AWG	LF

Payment for the Tray Cable bid items is full compensation for providing electrical cable with specified conductors; for making all connections; for providing all connectors, including wire nuts, fuses, fuse holders, splices, tape, insulating varnish or sealant; and for testing the circuits.

The department will pay for wiring from the underground feeder system to the luminaire under the Electrical Wire Lighting bid item appropriate for the wire size the plans show.

50. Pavement Marking Grooved Epoxy Crosswalk 18-Inch, Item SPV.0090.06.

A Description

This special provision describes providing grooved standard epoxy pavement marking.

Conform to standard spec 646 as modified in this special provision.

B Materials

Furnish 20 mils standard epoxy pavement marking from the department's approved products list. Provide AAASHTO M247 Type I bead gradation at a drop rate of 22.5 to 25.0 pounds per gallon of epoxy.

C Construction

C.1 General

Plane the grooved lines as the plans show. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 60 mils \pm 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the pavement marking.

C.4 Groove Position

Position the groove edge as the plans show. If necessary, groove a minimum of 4-inches but not greater than 12-inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

C.5 Groove Cleaning

C.5.1 Concrete

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

cutting to remove any build-up of cement dust and water slurry. Do not let slurry harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and before applying pavement marking. Clean and dry the groove before applying adhesive and placing pavement marking. Use a high-pressure air blower with at least 185 cubic feet per minute air flow and 90 psi air pressure to clean the groove.

C.5.2 Asphalt

Groove pavement five or more days after paving.

If opening an asphalt lane to traffic that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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

Use a high-pressure air blower with at least 185 cubic feet per minute air flow and 90 psi air pressure to clean the groove.

D Measurement

The department will measure the Pavement Marking Grooved Epoxy Crosswalk 18-Inch by the linear foot of line, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Pavement Marking Grooved Epoxy Crosswalk 18-Inch	LF

Payment is full compensation for providing grooved epoxy marking; for removing existing or temporary marking; and for grooving, cleaning, and preparing the pavement surface.

51. Concrete Pavement Joint Layout, Item SPV.0105.01.

A Description

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

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement to prevent uncontrolled cracking. Submit a joint layout design to the engineer at least two weeks prior to

paving. Mark the location of all concrete pavement joints in the field. Follow the plan details for joints in concrete pavements making adjustments as required to fit field conditions.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Concrete Pavement Joint Layout	LS

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

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

52. Construction Staking Roundabout, Item SPV.0105.02.

A Description

This work consists of staking the horizontal and vertical position of the subgrade, curb and gutter, and roundabout truck apron (colored red) as shown in the plans.

B (Vacant)

C Construction

Perform Construction Staking Roundabout according to the pertinent provisions of standard spec 650.

D Measurement

Construction Staking Roundabout will be measured as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Construction Staking Roundabout	LS

Payment is full compensation for Construction Staking Roundabout work necessary to locate and set all construction stakes; for maintaining, relocating, and resetting construction stakes at the roundabout throughout all project stages.

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

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

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

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

54. Wall Modular Block Gravity LRFD, Item SPV.0165.01.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Wall systems (Modular Block Gravity Walls). Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

The department maintains a list of pre-approved Modular Block Gravity Wall systems. To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the Modular Block Gravity Wall shall be in compliance with the *AASHTO LRFD Bridge Design Specifications 6th Edition 2012*, (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current *Standard Specifications for Highway and Structure Construction* (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall

be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the Modular Block Gravity Wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches, or as given on the contract plan. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad. Additional embedment may be detailed by the contractor, but will not be measured for payment.

The leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks.

Wall facing units shall be installed on concrete leveling pads or base aggregate leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

The concrete leveling pad shall be as wide as the proposed blocks plus six inches, with six inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches. A concrete leveling pad is required for the following scenarios:

- a. When the wall height measured from the top of the leveling pad to the top of the wall exceeds 5 feet at any point along the entire wall length.
- b. A structure number has been assigned (such as R-XX-XXX), regardless of wall height.

A base aggregate leveling pad shall be used when a concrete leveling pad is not required. The base aggregate leveling pad shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction. The leveling pad shall be made from base aggregate dense 1¼-inch in conformance with standard spec 305.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are cracked, chipped, or have other imperfections according to ASTM C1372, or have excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan or chosen by the engineer.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall unless a cast-in-place concrete cap is shown on the plans. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have texture, color, and appearance that complement the remainder of the wall. The vertical dimension of the cap shall not be less than 3½ inches. Expansion joints shall be placed in the cap to correspond with each 24 inch change in vertical wall height and at maximum spacing of 10 feet.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer according to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 Section 4.1 and 4.2. Modular blocks shall meet the following requirements.

Test	Method	Requirement
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^[1]	1.0 max. ^[2] 1.5 max. ^[2]

[1] Test shall be run using a 3% saline solution.

[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, the name of the person who conducted the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. The tests should have been conducted not more than 18 months prior to delivery. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not conduct freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot not installed in the finished work at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as

stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

Wall facing units may consist of precast modular concrete blocks produced by a wet cast process. The concrete blocks shall have a minimum strength of 4000 psi at 28 days. The concrete for the blocks shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the blocks shall meet the requirements of standard spec 501. Wall facing units produced by a wet cast process need not be certified as to absorption and freeze-thaw requirements.

B.3.2 Backfill

Furnish and place backfill for Modular Block Gravity Walls as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Grade 1 Granular Backfill as contained in standard spec 209.2.2. Wall Backfill, Type A, may be used as retained backfill.

B.3.3 Miscellaneous

If plans show sections of cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Use a wall leveling pad that consists of poured concrete, Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the Modular Block Gravity Wall and the leveling pad shall be according to standard spec 206. At the end of each working day,

provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

C.3 Wall Components

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

C.4 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Gravity LRFD by the square foot acceptably completed, measured as the vertical area within the pay limits the contract plans show. No other measurement of quantities shall be made in the field. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Wall Modular Block Gravity LRFD	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and for performing compaction testing.

Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.
(20150824)

55. Stamped Concrete Sidewalk 5-Inch, Item SPV.0165.02.

A Description

This special provision describes the construction of stamped concrete for sidewalk according to the standard spec 602, as shown on the plans, and as hereinafter provided.

B (Vacant)

C Construction

Construct stamped concrete sidewalk according to standard spec 602 and as herein provided.

C.1 Placement

Uniformly apply liquid release agent onto the concrete while it is still in a plastic state to provide clean release of imprinting tools from the concrete surface without lifting imprint or tearing concrete.

While initially finished concrete is in plastic state, accurately align and place imprinting stamps. Monitor the setting up of the concrete. Once the concrete has set to the point it can be stamped, begin stamping. Uniformly pound or press imprint tools into concrete to produce required pattern and depth of imprint on concrete surface. Remove platform tools

immediately. Hand texture and stamp edges and surfaces unable to be imprinted by stamp mats. Touch up imperfections such as broken comers, double imprints and surface cracks.

Stamp concrete consistently so that stamped concrete does not have a vertical elevation difference of ½ inch or depressions in concrete capable of causing ponding water or ice. For concrete hand stamp edges and surfaces that are unable to be imprinted by platform tools, use texture mats and single blade hand stamps to match platform tool stamping pattern. Finish imprinting to match pre-construction mock ups.

D Measurement

The department will measure Stamped Concrete Sidewalk (Inch) by the square foot of sidewalk pavement acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Stamped Concrete Sidewalk (Inch)	SF

Payment for Stamped Concrete Sidewalk (Inch) bid item is according to standard spec 602.5.2.

56. Concrete Joint Sealing, Item SPV.0180.01.

A Description

This special provision describes furnishing and installing joint sealer for concrete pavement as shown on the plans, and as hereinafter provided.

B Materials

Use a sealant material meeting the requirements of ASTM D6690 Type II: Joint and Crack Sealants, Hot Applied, for Asphalt and Concrete Pavements. Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name.
- Trade name of sealant.
- Manufacturer's batch or lot number.
- ASTM D6690, Type II.
- Minimum application temperature.
- Maximum (or safe) heating temperature.

Prior to commencing work, provide the engineer with a certificate of compliance along with a copy of the manufacturer's recommendations pertaining to heating and application of the sealant.

C Construction

Supplement standard spec 415.3 as follows:

Place joint sealer as shown on the plans and according to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.

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

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

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

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

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

D Measurement

The department will measure Concrete Joint Sealing by the square yard of pavement, sealed and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Joint Sealing	SY

Payment is full compensation for furnishing all materials, sawing joints, sealing all joints within concrete pavement and curb and gutter.
(NER14-1126) 646-012

57. Concrete Pavement 9 1/2-Inch Stamped, Item SPV.0180.02.

A Description

This special provision describes the construction of stamped concrete pavement according to the standard spec 415, as shown on the plans, and as hereinafter provided.

B (Vacant)

C Construction

Construct stamped concrete pavement according to standard spec 415 and as herein provided.

C.1 Placement

Uniformly apply liquid release agent onto the concrete while it is still in a plastic state to provide clean release of imprinting tools from the concrete surface without lifting imprint or tearing concrete.

While initially finished concrete is in plastic state, accurately align and place imprinting stamps. Monitor the setting up of the concrete. Once the concrete has set to the point it can be stamped, begin stamping. Uniformly pound or press imprint tools into concrete to produce required pattern and depth of imprint on concrete surface. Remove platform tools immediately. Hand texture and stamp edges and surfaces unable to be imprinted by stamp mats. Touch up imperfections such as broken comers, double imprints and surface cracks.

Stamp concrete consistently so that stamped concrete does not have a vertical elevation difference of ½ inch or depressions in concrete capable of causing ponding water or ice. For concrete hand stamp edges and surfaces that are unable to be imprinted by platform tools, use texture mats and single blade hand stamps to match platform tool stamping pattern. Finish imprinting to match pre-construction mock ups.

D Measurement

The department will not measure Concrete Pavement 9 ½-Inch Stamped by the square yard of pavement acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Concrete Pavement 9 ½-Inch Stamped	SY

Payment for Concrete Pavement 9 ½-Inch Stamped bid item is according to standard spec 415.5.

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

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

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

I. BASIC CONCEPTS

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

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

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

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

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

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

6. Bidder's Appeal Process

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

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

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone: _____
Fax: _____
Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

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

Make the following revisions to the standard specifications:

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.
-

450.3.1.1.4 Recording Truck Loads

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

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
 - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
-

455.3.2.1 General

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

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
-

460.2.1 General

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

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

460.2.8.2.1.5 Control Limits

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

- (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]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

^[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

460.2.8.2.1.6 Job Mix Formula Adjustment

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

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

460.2.8.3.1.6 Acceptable Verification Parameters

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

- (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. For SMA, Va is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

460.3.3.1 Minimum Required Density

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

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

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.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2016 letting:

- (6) If during a QV dispute resolution investigation the department discovers mixture with $1.5 > V_a > 5.0$ or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

460.5.2.3 Incentive for HMA Pavement Density

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

- (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^[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[2]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] SMA pavements are not eligible for density incentive.

^[2] The department will prorate the pay adjustment for a partial lot.

501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) 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.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

501.2.6.2 Class C Ash

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

501.2.6.3 Class F Ash

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

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.

503.3.2.1.1 Tolerances

Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:

PRESTRESSED CONCRETE I-TYPE GIRDERS

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

Errata

Make the following corrections to the standard specifications:

Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
 1. A concise description of the claim.
 2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
 3. Other facts the contractor relies on to support the claim.
 4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
 5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.
 RAF = EquipmentWatch regional adjustment factor.
 ARA = EquipmentWatch age rate adjustment factor.
 R = Current EquipmentWatch monthly rate.
 HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.
 RAF = EquipmentWatch regional adjustment factor.
 ARA = EquipmentWatch age rate adjustment factor.
 R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 5. All infringements of patents, trademarks, or copyrights.
 6. All other expenses incurred to complete and protect the work under the contract.

204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

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
OUTAGAMIE 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	33.02	17.12	50.14
Future Increase(s): Add \$1.42/hr on 6/1/2016.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	34.16	18.90	53.06
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	29.60	17.13	46.73
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	29.27	23.72	52.99
Line Constructor (Electrical)	40.81	16.95	57.76
Painter	29.87	18.79	48.66
Pavement Marking Operator	30.00	18.27	48.27
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	22.50	12.74	35.24
Tuckpointer, Caulker or Cleaner	31.55	18.26	49.81
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

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	16.12	48.77
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

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	30.67	15.65	46.32
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	24.92	2.49	27.41
Landscaper	30.67	15.65	46.32
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	25.65	16.25	41.90
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	4.31	20.31
Railroad Track Laborer	24.22	15.12	39.34

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). 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/prevailing-wage-compliance.aspx .	38.27	21.85	60.12
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://wisconsin.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.	37.27	21.85	59.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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 .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	37.01	21.85	58.86
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 .			
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; Oilier; 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.	36.72	21.85	58.57
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 .			
Fiber Optic Cable Equipment.	28.50	0.88	29.38

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: October 7, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$30.67	16.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	30.77	16.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	30.82	16.55			
Group 4: Line and Grade Specialist	31.02	16.55			
Group 5: Blaster and Powderman	30.87	16.55			
Group 6: Flagperson; Traffic Control	27.30	16.55			
			<u>Truck Drivers:</u>		
			1 & 2 Axles	26.63	19.85
			Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic	26.78	19.85

CLASSES OF LABORER AND MECHANICS

Bricklayer	26.78	12.75
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	30.86	25.42
Cement Mason/Concrete Finisher	35.07	19.75
Electrician	See Page 3	
Line Construction		
Lineman	42.14	32% + 5.00
Heavy Equipment Operator	40.03	32% + 5.00
Equipment Operator	33.71	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	23.18	32% + 5.00
Painters	24.39	11.72
Well Drilling:		
Well Driller	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016; 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; Modification #9 dated August 19, 2016; Modification #10 dated August 26, 2016; Modification #11 dated September 2, 2016; Modification #12 dated September 30, 2016; Modification #13 dated October 7, 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: October 7, 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: October 7, 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:	30.50	29.50% + 9.57		
Area 5	28.96	24.85% + 9.70		
Area 6	37.02	29%+9.77	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	32.45	26.10% + 10.56	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	36.50	20.39	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 10	29.64	20.54		
Area 11	34.92	25.05	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 12	34.98	19.89		
Area 13	36.01	24.00	Area 11 -	DOUGLAS COUNTY
Teledata System Installer				
Area 14			Area 12 -	RACINE (except Burlington township) COUNTY
Installer/Technician	24.35	13.15	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Sound & Communications			Area 14 -	Statewide.
Area 15			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.
Installer	16.47	14.84		
Technician	26.00	17.70		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 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.



Proposal Schedule of Items

Page 1 of 14

Proposal ID: 20161213028

Project(s): 6240-26-71

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	201.0120 Clearing	140.000 ID	_____.	_____.
0020	201.0220 Grubbing	140.000 ID	_____.	_____.
0030	204.0100 Removing Pavement **P**	21,200.000 SY	_____.	_____.
0040	204.0130 Removing Curb	100.000 LF	_____.	_____.
0050	204.0150 Removing Curb & Gutter	550.000 LF	_____.	_____.
0060	204.0155 Removing Concrete Sidewalk	2,650.000 SY	_____.	_____.
0070	204.0165 Removing Guardrail	28.000 LF	_____.	_____.
0080	204.0180 Removing Delineators and Markers	1.000 EACH	_____.	_____.
0090	204.0185 Removing Masonry	10.000 CY	_____.	_____.
0100	204.0195 Removing Concrete Bases	46.000 EACH	_____.	_____.
0110	204.0210 Removing Manholes	16.000 EACH	_____.	_____.
0120	204.0220 Removing Inlets	39.000 EACH	_____.	_____.
0130	204.0245 Removing Storm Sewer (size) 01. 12-INCH	1,360.000 LF	_____.	_____.
0140	204.0245 Removing Storm Sewer (size) 02. 15-INCH	41.000 LF	_____.	_____.
0150	204.0245 Removing Storm Sewer (size) 03. 18-INCH	38.000 LF	_____.	_____.
0160	204.0245 Removing Storm Sewer (size) 04. 21-INCH	677.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 14

Proposal ID: 20161213028

Project(s): 6240-26-71

SECTION: 0001 Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	204.0245 Removing Storm Sewer (size) 05. 24-INCH	15.000 LF	_____.	_____.
0180	204.0245 Removing Storm Sewer (size) 06. 30-INCH	426.000 LF	_____.	_____.
0190	204.0245 Removing Storm Sewer (size) 07. 42-INCH	231.000 LF	_____.	_____.
0200	205.0100 Excavation Common	22,400.000 CY	_____.	_____.
0210	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	200.000 TON	_____.	_____.
0220	213.0100 Finishing Roadway (project) 01. 6240-26-71	1.000 EACH	_____.	_____.
0230	305.0110 Base Aggregate Dense 3/4-Inch	940.000 TON	_____.	_____.
0240	305.0120 Base Aggregate Dense 1 1/4-Inch	9,500.000 TON	_____.	_____.
0250	311.0110 Breaker Run	19,100.000 TON	_____.	_____.
0260	405.0100 Coloring Concrete WisDOT Red	555.000 CY	_____.	_____.
0270	415.0090 Concrete Pavement 9-Inch	1,690.000 SY	_____.	_____.
0280	415.0095 Concrete Pavement 9 1/2-Inch	17,030.000 SY	_____.	_____.
0290	415.0210 Concrete Pavement Gaps	4.000 EACH	_____.	_____.
0300	416.0270 Concrete Driveway HES 7-Inch	865.000 SY	_____.	_____.
0310	416.0512 Concrete Truck Apron 12-Inch	460.000 SY	_____.	_____.
0320	416.0610 Drilled Tie Bars	1,710.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 14

Proposal ID: 20161213028

Project(s): 6240-26-71

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	416.0620 Drilled Dowel Bars	310.000 EACH	_____.	_____.
0340	465.0105 Asphaltic Surface	55.000 TON	_____.	_____.
0350	513.2050.S Railing Pipe	100.000 LF	_____.	_____.
0360	520.8000 Concrete Collars for Pipe	3.000 EACH	_____.	_____.
0370	601.0342 Concrete Curb & Gutter Integral 18-Inch	3,660.000 LF	_____.	_____.
0380	601.0405 Concrete Curb & Gutter 18-Inch Type A	3,090.000 LF	_____.	_____.
0390	601.0407 Concrete Curb & Gutter 18-Inch Type D	80.000 LF	_____.	_____.
0400	601.0409 Concrete Curb & Gutter 30-Inch Type A	4,850.000 LF	_____.	_____.
0410	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	342.000 LF	_____.	_____.
0420	601.0600 Concrete Curb Pedestrian	226.000 LF	_____.	_____.
0430	602.0410 Concrete Sidewalk 5-Inch	41,400.000 SF	_____.	_____.
0440	602.0515 Curb Ramp Detectable Warning Field Natural Patina	624.000 SF	_____.	_____.
0450	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	1,495.000 LF	_____.	_____.
0460	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	316.000 LF	_____.	_____.
0470	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	31.000 LF	_____.	_____.



Proposal Schedule of Items

Page 4 of 14

Proposal ID: 20161213028

Project(s): 6240-26-71

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0480	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	845.000 LF	_____.	_____.
0490	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	629.000 LF	_____.	_____.
0500	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	427.000 LF	_____.	_____.
0510	608.6010 Storm Sewer Pipe Composite 10-Inch	30.000 LF	_____.	_____.
0520	611.0530 Manhole Covers Type J	20.000 EACH	_____.	_____.
0530	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
0540	611.0624 Inlet Covers Type H	50.000 EACH	_____.	_____.
0550	611.0639 Inlet Covers Type H-S	22.000 EACH	_____.	_____.
0560	611.0642 Inlet Covers Type MS	3.000 EACH	_____.	_____.
0570	611.0652 Inlet Covers Type T	2.000 EACH	_____.	_____.
0580	611.1005 Catch Basins 5-FT Diameter	1.000 EACH	_____.	_____.
0590	611.1006 Catch Basins 6-FT Diameter	1.000 EACH	_____.	_____.
0600	611.2004 Manholes 4-FT Diameter	9.000 EACH	_____.	_____.
0610	611.2005 Manholes 5-FT Diameter	7.000 EACH	_____.	_____.
0620	611.2006 Manholes 6-FT Diameter	6.000 EACH	_____.	_____.
0630	611.3230 Inlets 2x3-FT	67.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 5 of 14

Proposal ID: 20161213028

Project(s): 6240-26-71

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0640	611.3901 Inlets Median 1 Grate	3.000 EACH	_____.	_____.
0650	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0660	611.8115 Adjusting Inlet Covers	6.000 EACH	_____.	_____.
0670	612.0406 Pipe Underdrain Wrapped 6-Inch	950.000 LF	_____.	_____.
0680	616.0700.S Fence Safety	400.000 LF	_____.	_____.
0690	618.0100 Maintenance And Repair of Haul Roads (project) 01. 6240-26-71	1.000 EACH	_____.	_____.
0700	619.1000 Mobilization	1.000 EACH	_____.	_____.
0710	620.0300 Concrete Median Sloped Nose	730.000 SF	_____.	_____.
0720	624.0100 Water	390.000 MGAL	_____.	_____.
0730	625.0100 Topsoil	7,400.000 SY	_____.	_____.
0740	627.0200 Mulching	1,750.000 SY	_____.	_____.
0750	628.1504 Silt Fence	350.000 LF	_____.	_____.
0760	628.1520 Silt Fence Maintenance	350.000 LF	_____.	_____.
0770	628.1905 Mobilizations Erosion Control	4.000 EACH	_____.	_____.
0780	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0790	628.2006 Erosion Mat Urban Class I Type A	4,700.000 SY	_____.	_____.
0800	628.7005 Inlet Protection Type A	78.000 EACH	_____.	_____.



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0810	628.7010 Inlet Protection Type B	4.000 EACH	_____.	_____.
0820	628.7015 Inlet Protection Type C	88.000 EACH	_____.	_____.
0830	629.0210 Fertilizer Type B	5.000 CWT	_____.	_____.
0840	630.0140 Seeding Mixture No. 40	215.000 LB	_____.	_____.
0850	632.0101 Trees (species) (size) (root) 01. Spring Snow Japanese Lilac 1.5-In Cal CG	4.000 EACH	_____.	_____.
0860	632.0101 Trees (species) (size) (root) 02. Kentucky Coffee 2-In Cal B&B	6.000 EACH	_____.	_____.
0870	632.0101 Trees (species) (size) (root) 03. Accolade Elm 2-In Cal B&B	6.000 EACH	_____.	_____.
0880	632.0201 Shrubs (species) (size) (root) 01. Juniper Mountbatten 5-FT Ht B&B	12.000 EACH	_____.	_____.
0890	632.0201 Shrubs (species) (size) (root) 02. Ivory Halo Dogwood 5 Gal CG	10.000 EACH	_____.	_____.
0900	632.0201 Shrubs (species) (size) (root) 03. Tiny Wine Ninebark 2 Gal CG	20.000 EACH	_____.	_____.
0910	632.9101 Landscape Planting Surveillance and Care Cycles	18.000 EACH	_____.	_____.
0920	634.0612 Posts Wood 4x6-Inch X 12-FT	32.000 EACH	_____.	_____.
0930	634.0614 Posts Wood 4x6-Inch X 14-FT	11.000 EACH	_____.	_____.
0940	637.2210 Signs Type II Reflective H	507.190 SF	_____.	_____.
0950	637.2230 Signs Type II Reflective F	24.370 SF	_____.	_____.



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0960	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0970	638.2602 Removing Signs Type II	57.000 EACH	_____.	_____.
0980	638.3000 Removing Small Sign Supports	29.000 EACH	_____.	_____.
0990	641.8100 Overhead Sign Support (structure) 01. S-44-132	LS	LUMP SUM	_____.
1000	641.8100 Overhead Sign Support (structure) 02. S-44-0133	LS	LUMP SUM	_____.
1010	641.8100 Overhead Sign Support (structure) 03. S-44-0134	LS	LUMP SUM	_____.
1020	641.8100 Overhead Sign Support (structure) 04. S-44-0135	LS	LUMP SUM	_____.
1030	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
1040	643.0100 Traffic Control (project) 01. 6240-26-71	1.000 EACH	_____.	_____.
1050	643.0300 Traffic Control Drums	23,745.000 DAY	_____.	_____.
1060	643.0410 Traffic Control Barricades Type II	155.000 DAY	_____.	_____.
1070	643.0420 Traffic Control Barricades Type III	5,485.000 DAY	_____.	_____.
1080	643.0705 Traffic Control Warning Lights Type A	6,685.000 DAY	_____.	_____.
1090	643.0715 Traffic Control Warning Lights Type C	600.000 DAY	_____.	_____.
1100	643.0900 Traffic Control Signs	7,660.000 DAY	_____.	_____.
1110	643.0910 Traffic Control Covering Signs Type I	2.000 EACH	_____.	_____.



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1120	643.0920 Traffic Control Covering Signs Type II	10.000 EACH	_____.	_____.
1130	643.1050 Traffic Control Signs PCMS	37.000 DAY	_____.	_____.
1140	643.2000 Traffic Control Detour (project) 01. 6240-26-71	1.000 EACH	_____.	_____.
1150	643.3000 Traffic Control Detour Signs	30,150.000 DAY	_____.	_____.
1160	644.1410.S Temporary Pedestrian Surface Asphalt	4,000.000 SF	_____.	_____.
1170	644.1601.S Temporary Curb Ramp	20.000 EACH	_____.	_____.
1180	644.1616.S Temporary Pedestrian Safety Fence	3,500.000 LF	_____.	_____.
1190	646.0106 Pavement Marking Epoxy 4-Inch	12,930.000 LF	_____.	_____.
1200	646.0116 Pavement Marking Epoxy 6-Inch	3,570.000 LF	_____.	_____.
1210	646.0126 Pavement Marking Epoxy 8-Inch	2,675.000 LF	_____.	_____.
1220	646.0127.S Pavement Marking Grooved Epoxy 8-Inch	675.000 LF	_____.	_____.
1230	646.0156 Pavement Marking Epoxy 18-Inch	115.000 LF	_____.	_____.
1240	646.0600 Removing Pavement Markings	1,130.000 LF	_____.	_____.
1250	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	890.000 LF	_____.	_____.
1260	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	1,910.000 LF	_____.	_____.
1270	647.0156 Pavement Marking Arrows Epoxy Type 1	9.000 EACH	_____.	_____.



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1280	647.0160 Pavement Marking Arrows Epoxy Type 2R	2.000 EACH	_____.	_____.
1290	647.0166 Pavement Marking Arrows Epoxy Type 2	25.000 EACH	_____.	_____.
1300	647.0170 Pavement Marking Arrows Epoxy Type 3R	3.000 EACH	_____.	_____.
1310	647.0176 Pavement Marking Arrows Epoxy Type 3	6.000 EACH	_____.	_____.
1320	647.0206 Pavement Marking Arrows Bike Lane Epoxy	3.000 EACH	_____.	_____.
1330	647.0306 Pavement Marking Symbols Bike Lane Epoxy	3.000 EACH	_____.	_____.
1340	647.0356 Pavement Marking Words Epoxy	28.000 EACH	_____.	_____.
1350	647.0456 Pavement Marking Curb Epoxy	120.000 LF	_____.	_____.
1360	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	430.000 LF	_____.	_____.
1370	647.0606 Pavement Marking Island Nose Epoxy	10.000 EACH	_____.	_____.
1380	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	26.000 LF	_____.	_____.
1390	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	1,105.000 LF	_____.	_____.
1400	647.0955 Removing Pavement Markings Arrows	4.000 EACH	_____.	_____.
1410	647.0965 Removing Pavement Markings Words	2.000 EACH	_____.	_____.
1420	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	1,830.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1430	649.0506 Temporary Pavement Marking Removable Mask-Out Tape 6-Inch	230.000 LF	_____.	_____.
1440	649.0510 Temporary Pavement Marking Removable Mask-Out Tape 10-Inch	120.000 LF	_____.	_____.
1450	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	100.000 LF	_____.	_____.
1460	650.4000 Construction Staking Storm Sewer	98.000 EACH	_____.	_____.
1470	650.4500 Construction Staking Subgrade	4,508.000 LF	_____.	_____.
1480	650.5000 Construction Staking Base	587.000 LF	_____.	_____.
1490	650.5500 Construction Staking Curb Gutter and Curb & Gutter	233.000 LF	_____.	_____.
1500	650.6500 Construction Staking Structure Layout (structure) 01. R-44-0022	LS	LUMP SUM	_____.
1510	650.6500 Construction Staking Structure Layout (structure) 02. S-44-0132	LS	LUMP SUM	_____.
1520	650.6500 Construction Staking Structure Layout (structure) 03. S-44-0133	LS	LUMP SUM	_____.
1530	650.6500 Construction Staking Structure Layout (structure) 04. S-44-0134	LS	LUMP SUM	_____.
1540	650.6500 Construction Staking Structure Layout (structure) 05. S-44-0135	LS	LUMP SUM	_____.
1550	650.7000 Construction Staking Concrete Pavement	3,921.000 LF	_____.	_____.
1560	650.8500 Construction Staking Electrical Installations (project) 01. 6240-26-71	LS	LUMP SUM	_____.



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1570	650.9910 Construction Staking Supplemental Control (project) 01. 6240-26-71	LS	LUMP SUM	_____.
1580	650.9920 Construction Staking Slope Stakes	3,080.000 LF	_____.	_____.
1590	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	8,967.000 LF	_____.	_____.
1600	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	577.000 LF	_____.	_____.
1610	652.0605 Conduit Special 2-Inch	1,314.000 LF	_____.	_____.
1620	652.0615 Conduit Special 3-Inch	579.000 LF	_____.	_____.
1630	652.0800 Conduit Loop Detector	174.000 LF	_____.	_____.
1640	653.0140 Pull Boxes Steel 24x42-Inch	6.000 EACH	_____.	_____.
1650	653.0905 Removing Pull Boxes	4.000 EACH	_____.	_____.
1660	654.0102 Concrete Bases Type 2	9.000 EACH	_____.	_____.
1670	654.0105 Concrete Bases Type 5	43.000 EACH	_____.	_____.
1680	654.0106 Concrete Bases Type 6	2.000 EACH	_____.	_____.
1690	654.0113 Concrete Bases Type 13	6.000 EACH	_____.	_____.
1700	655.0610 Electrical Wire Lighting 12 AWG	3,920.000 LF	_____.	_____.
1710	655.0615 Electrical Wire Lighting 10 AWG	6,253.000 LF	_____.	_____.
1720	655.0700 Loop Detector Lead In Cable	1,318.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1730	655.0800 Loop Detector Wire	1,112.000 LF	_____.	_____.
1740	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	39.000 EACH	_____.	_____.
1750	657.0322 Poles Type 5-Aluminum	37.000 EACH	_____.	_____.
1760	657.0327 Poles Type 6-Aluminum	2.000 EACH	_____.	_____.
1770	657.0605 Luminaire Arms Single Member 4 1/2-Inch Clamp 4-FT	29.000 EACH	_____.	_____.
1780	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	24.000 EACH	_____.	_____.
1790	659.1125 Luminaires Utility LED C	51.000 EACH	_____.	_____.
1800	659.1130 Luminaires Utility LED D	2.000 EACH	_____.	_____.
1810	673.0105 Communication Vault Type 1	2.000 EACH	_____.	_____.
1820	690.0150 Sawing Asphalt	1,270.000 LF	_____.	_____.
1830	690.0250 Sawing Concrete	4,790.000 LF	_____.	_____.
1840	715.0415 Incentive Strength Concrete Pavement	5,776.000 DOL	_____1.00000	5,776.00
1850	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	_____5.00000	12,000.00
1860	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,100.000 HRS	_____5.00000	10,500.00
1870	SPV.0060 Special 01. Little Spire Russian Sage 1 Gal Cg	40.000 EACH	_____.	_____.



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1880	SPV.0060 Special 02. Silver Princess Shasta Daisy 1 Gal Cg	40.000 EACH	_____.	_____.
1890	SPV.0060 Special 03. Sanitary Manhole Adjustments	9.000 EACH	_____.	_____.
1900	SPV.0060 Special 04. Water Valve Box Placement	21.000 EACH	_____.	_____.
1910	SPV.0060 Special 05. Storm Sewer Lateral Connection	8.000 EACH	_____.	_____.
1920	SPV.0060 Special 06. Inlets 2x2.5-FT Special	2.000 EACH	_____.	_____.
1930	SPV.0060 Special 07. Inlets 2x3-FT Special	3.000 EACH	_____.	_____.
1940	SPV.0060 Special 08. Concrete Bases City Type 1 (12 3/4-Inch Bolt Circle)	3.000 EACH	_____.	_____.
1950	SPV.0060 Special 09. Bases Cabinet Basement	2.000 EACH	_____.	_____.
1960	SPV.0060 Special 10. Install Salvaged Bases Cabinet Basement	1.000 EACH	_____.	_____.
1970	SPV.0060 Special 11. Utility Line Opening	5.000 EACH	_____.	_____.
1980	SPV.0060 Special 12. Pull Boxes Non-Conductive 24x42-Inch	24.000 EACH	_____.	_____.
1990	SPV.0060 Special 13. Signs Type II Furnished by Others	2.000 EACH	_____.	_____.
2000	SPV.0075 Special 01. Street Sweeping	10.000 HRS	_____.	_____.
2010	SPV.0090 Special 01. Concrete Curb and Gutter 24-Inch Type D	133.000 LF	_____.	_____.
2020	SPV.0090 Special 02. Concrete Curb 12-Inch Type D	50.000 LF	_____.	_____.



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2030	SPV.0090 Special 03. Concrete Curb 24-Inch Type D	50.000 LF	_____.	_____.
2040	SPV.0090 Special 04. Tray Cable for Street Lighting 2 Conductor 10 AWG	6,795.000 LF	_____.	_____.
2050	SPV.0090 Special 05. Tray Cable for Street Lighting 2 Conductor 12 AWG	1,259.000 LF	_____.	_____.
2060	SPV.0090 Special 06. Pavement Marking Grooved Epoxy Crosswalk 18-Inch	690.000 LF	_____.	_____.
2070	SPV.0105 Special 01. Concrete Pavement Joint Layout	LS	LUMP SUM	_____.
2080	SPV.0105 Special 02. Construction Staking Roundabout	LS	LUMP SUM	_____.
2090	SPV.0120 Special 01. Water for Seeded Areas	185.000 MGAL	_____.	_____.
2100	SPV.0165 Special 01. Wall Modular Block Gravity LRFD	450.000 SF	_____.	_____.
2110	SPV.0165 Special 02. Stamped Concrete Sidewalk 5-Inch	6,500.000 SF	_____.	_____.
2120	SPV.0180 Special 01. Concrete Joint Sealing	19,078.000 SY	_____.	_____.
2130	SPV.0180 Special 02. Concrete Pavement 9 1/2-Inch Stamped	68.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE