

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 8

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Fond du Lac	4986-00-22	WISC 2017 007	C Fond du Lac, CTH VV Hickory St to Rogersville Rd	CTH VV

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, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: January 10, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 16, 2017	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 13 %	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Grading, base aggregate dense, concrete pavement, asphaltic surface, storm sewer, sanitary sewer, watermain, traffic signals, street lighting, pavement marking, and signing	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4986-00-22, C Fond du Lac, CTH VV, Hickory Street to Rogersville Road, CTH VV, Fond du Lac 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 grading, base aggregate dense, concrete pavement, HMA pavement, storm sewer, sanitary sewer, watermain, pavement marking, signing and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Complete all work, exclusive of sidewalk, medians, landscaping, signing, pavement marking, and lighting, along Military Road from Station 450'NB'+00 to 457'NB'+84, and along Oak Park Avenue within 60 calendar days of beginning pavement removal operations between Station 450'NB'+00 to 457'NB'+84.

If the contractor fails to complete all work, exclusive of sidewalk, medians, landscaping, signing, pavement marking, and lighting, along Military Road from 450'NB'+00 to 457'NB'+84, and along Oak Park Avenue within 60 calendar days of beginning pavement removal operations between Station 450'NB'+00 to 457'NB'+84, the department will assess the contractor \$2,065 in interim liquidated damages for each calendar day that the contract work remains incomplete beyond 60 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the contract work remains incomplete beyond 12:01 AM.

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

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. 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).

Fond du Lac County Highway Department forces will cut all trees for this project prior to March 15, 2017. Remove any downed trees and grub the stumps and any remaining vegetation within the identified grubbing limits.

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 approval letter for the ECIP.

4. Traffic.

General

CTH TH VV will be closed to through traffic. The proposed detour route for eastbound CTH VV traffic is STH 23 (Johnson Street) to IH-41 to Hickory Street to CTH VV. The westbound detour will follow the reverse path of the eastbound detour. The detour route will be signed and maintained by Fond du Lac County.

Military Road will be closed to through traffic from the IH-41 northbound ramps through the north project limits. The proposed detour route for northbound Military Road traffic is

IH-41 to Hickory Street to Military Road. The southbound detour will follow the reverse path of the northbound detour. Detour signage will be installed along IH-41 directing northbound Military Road traffic to the Hickory Street interchange, at which point traffic will follow the signed detour along Hickory Street. The detour route will be signed and maintained by Fond du Lac County.

Portable changeable message boards shall be placed on CTH VV and Military Road as shown in the traffic control detail sheets 7 calendar days prior to the anticipated start date for the detour routes.

Maintain access for local, business and emergency service vehicle traffic throughout the project at all times. Maintain reasonable access to all properties in accordance to standard spec 104.6.4. When construction operations will temporarily restrict access to a property or change existing access to a property, coordinate with the owner or resident at least 48 hours prior to the work.

Stage construction operations to accommodate two way local traffic throughout the project. Traffic control drums shall be used to delineate two way local traffic. Maintain a 10' wide minimum lane width (11' wide desirable width) for local traffic. Flagging operations will be allowed during daytime hours to reduce local traffic to one lane as needed to complete construction operations.

Maintain local traffic along CTH VV from 284'EB'+00 to 311'EB'+06.90 on existing pavement or the new pavement, with the exception of minor crossings or transition areas which can be on a base aggregate dense surface. Local road traffic shall be maintained with a minimum base aggregate dense surface on all other portions of the project.

Contact the WisDOT Northeast Region Traffic Section at (920) 492-5654, three business days prior to closing Military Road to through traffic to allow for the traffic signals at the IH41/Military Road northbound ramp to be set to flashing red.

The project area includes many commercial properties that require trucking into and out of their properties on a daily basis. The project area also includes large businesses that have multiple access points that may need to remain open at the same time to accommodate different functions (i.e. employee entrances, delivery entrances, or retail entrances). Coordinate with adjacent commercial properties to determine trucking sizes, schedules, and access requirements. Mutually agree with affected businesses at least 48 hours prior to a proposed alteration of an existing access or trucking access route during construction.

The commercial properties within and adjacent to the work zone are major traffic generators, therefore the contractor will be required to accommodate a significant amount of local traffic in the work zone during business hours throughout the duration of the project. Any additional effort to accommodate the local traffic is considered incidental to the Traffic Control Project bid item.

A list of a few of the major businesses (and associated contact information) with heavy trucking and/or major generators of traffic within the project area is as follows (note this is not intended as a complete list of businesses in the project area):

Mercury Marine:	David Hahn, (262) 527-8513
Fleet Farm:	Ken Frey, (920) 997-8347
Airgas:	Dave Warren, (920) 960-9928
Manowske Welding:	Peter Manowske (920) 922-3340

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH-41 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 utility facilities within the construction limits of this project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Take all required precautions when working within 18-inches of underground utilities. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

Many utility companies discontinued, relocated, removed, and/or replaced their facilities as described within this article after the Department surveyed utilities. Therefore, new facilities are not illustrated in the project plans and some of the illustrated facilities may no longer be active or in the same location. Additional detailed information regarding the location of relocated utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the Regional Office during normal working hours.

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Contact utility company prior to removal of any discontinued utilities to confirm the facility is not active. Any removal and disposal shall be incidental to common excavation.

When interpreting the term “Working Days” within this “Utilities” article of the special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

American Transmission Company (ATC) has 69 kV overhead transmission facilities located along the south side of CTH VV near the Wild Goose State Trail. There are no conflicts anticipated with these facilities.

TransCanada has two parallel high pressure pipelines (one 12” and one 16”) that cross CTH VV at approximate stations 273’WB’+65/273’WB’+75, and cross Military Road at approximate stations 443’SB’+90/444’SB’+15. The parallel high pressure pipelines also run along southwest side of CTH VV from approximately station 285’WB’+00 to the southeast project limits. There are no conflicts anticipated with these facilities, however TransCanada will be relocating the casing vent pipes that are located at approximately Station 443’SB’+90, 72’ RT and 444’SB’+15, 68’ RT to the new southeast right-of-way line. TransCanada will also be installing concrete pads over the pipelines at the proposed new ditch lines. TransCanada relocations will be complete by March 1, 2017.

A TransCanada representative must be present when crossing any TransCanada facilities. Contact Eric Barth, (262) 626-3437, or cell phone (920) 547-0316, three days prior to constructing in TransCanada’s easement area.

AT&T has facilities within the project limits as follows:

Two buried copper cables along the north side of CTH VV, approximately 30’ to 70’ LT, from the western project limits to a pole at Station 276’WB’+98, 72’ LT, at which point it transitions to aerial cable. There are no conflict anticipated with these facilities.

A communication pedestal located at approximately Station 274’WB’+36, 42’ LT will be raised 1-2’ to accommodate the proposed fill. This work will be complete by March 15, 2017.

Three buried copper cable crossings at approximately Station 272’WB’+03, Station 274’WB’+36 and 277’WB’+19. These crossings will be replaced in generally the same horizontal location, to a depth of a minimum of 1.5’ below subgrade, as well as providing adequate depth to provide clearance for the proposed storm sewer work. This work will be complete by March 15, 2017.

Aerial cables and poles along the north side of Rogersville Road from approximately Station 276'WB'+98 to the intersection of Military Road, at which point it crosses to the south side of Military Road at approximately Station 43'SB'+90. These facilities will be removed and replaced with buried cable located inside the north right-of-way line of Rogersville Road from the existing pedestal approximately Station 276'WB'+98 to Military Road, where it will continue approximately 2' inside the northwest right-of-way line to Station 457'NB'+84. This work will be complete by March 15, 2017.

One buried copper cable along the south side of CTH VV from approximately Station 275'EB'+75 to approximately Station 279'EB'+00, approximately 45' to 90' RT. There are no conflicts anticipated with these facilities.

One buried copper cable along the south side of CTH VV from approximately Station 279'EB'+00 to approximately Station 280'EB'+40, approximately 45' to 60' RT. This cable will be relocated to approximately 3' within the CTH VV west right-of-way. This work will be complete by March 15, 2017.

Aerial copper cables and poles along the southeastern side of Military Road from the eastern project limits to the intersection of CTH VV where it turns southeast and continues to a riser pole at Station 286'WB'+22, 40' LT. These facilities will be removed. This work will be complete by March 15, 2017.

One buried copper cable along the northeast side of CTH VV from the riser pole at Station 286'WB'+22, 40' LT to approximately Station 294'WB'+75 where it turns east to outside the project limits. This cable is in conflict with the storm sewer at 290'WB'+46. This cable will be exposed by AT&T and adjusted to provide clearance during construction after the inlet locations and associated storm sewer are staked in the field with proposed depth information. Contact AT&T after staking is complete. Allow five working days to complete the work after notification. There are no conflicts anticipated with the remaining cable and will remain in place.

The communication pedestal at approximately Station 294'WB'+60, 40' LT will be raised approximately 2' to accommodate fill in this area. This work will be complete by March 15, 2017.

One buried copper cable along the northeast side of Oak Park Drive. This cable will be discontinued in place prior to March 15, 2016.

One buried fiber cable along the south side of CTH VV from the western project limits to approximately Station 278'EB'+50, approximately 35' to 55' RT. This cable may be in conflict with the storm sewer at approximately Station 275'EB'+15, 50' RT, 275'EB'+90, 55' RT, and 277'EB'+50, 50' RT. This cable will be exposed by AT&T and adjusted to provide clearance during construction after the inlet locations and associated storm sewer are staked in the field with proposed depth information. Contact AT&T after staking is complete. Allow five working days to complete the work after notification.

One buried cable crossing CTH VV from approximately Station 278'EB'+50, 43' RT, to a hand hole at approximately Station 278'WB'+45, 40' LT. This cable will be replaced in generally the same horizontal location, to a depth of a minimum of 2' below subgrade and with a minimum of 2' clearance to the proposed storm sewer. The hand hole approximately Station 278'WB'+45, 40' LT will be relocated to north of the proposed sidewalk and raised 2' to accommodate the grade changes. This work will be complete by March 15, 2017.

One fiber cable along the north side of CTH VV, approximately 35' to 60' LT, from the western project limits to a hand hole at approximately Station 278'WB'+45, 45' LT. The portion of this cable from approximately Station 272'WB'+25 to Station 273'WB'+25 will be lowered a minimum of 2' to accommodate grading. This work will be complete prior to March 15, 2017. There are no conflicts anticipated with the remaining cable and will remain in place.

One fiber cable from the hand hole at approximately Station 278'WB'+45, 40' LT north/east along the south right-of-way line of Rogersville Road to outside the project limits. AT&T will relocate the cable from approximately Station 520'SUL'+65 to 521'SUL'+10 to the east, approximately 5' behind the proposed curb, to avoid conflicts with the proposed work. This work will be complete by March 15, 2017. There are no conflicts anticipated with the remaining cable and will remain in place.

One fiber cable coming from the south right-of-way line of Rogersville Road (outside the project limits) then crossing Rogersville Road from approximately Station 453'SB'+40 to Station 454'SB'+40, approximately 75' LT, then along the northeast side of Military Road, approximately 30' to 75' LT, to the eastern project limits. This cable is in conflict with proposed grading from approximately Station 455'SB'+70 to Station 456'SB'+50, LT. AT&T will expose this cable during construction after the roadway is closed and relocate the cable 3' north to outside the grading limits. Contact AT&T after the road closure. Allow five working days to complete the work after notification. There are no conflicts anticipated with the remaining cable and will remain in place.

The hand hole at approximately Station 454'WB'+45, 70' LT, will be relocated west to outside the limits of the proposed driveway entrance. This work will be complete by March 15, 2017.

One fiber cable along the northeast side of CTH VV from the hand hole at approximately Station 278'WB'+45, 45' LT to Station 293'WB'+40, approximately 30' to 90' LT. This cable may be in conflict with proposed grading from Station 286'WB'+75 to Station 288'WB'+25. AT&T propose to expose the cable in the grading area and relocate 3' northeast to provide clearance. This work will be completed during construction, after the roadway is closed. Contact AT&T after the road closure. Allow 5 working days to complete the work after notification. This cable is also in conflict with the proposed storm sewer at Station 286'WB'+06 and Station 290'WB'+46. This cable will be exposed by AT&T and adjusted to provide clearance during construction after the inlet locations and associated storm sewer are staked in the field with proposed depth information. Contact AT&T after

staking is complete. Allow five working days to complete the work after notification. There are no conflicts anticipated with the remaining cable and will remain in place.

One fiber cable crossing CTH VV at approximately Station 293'WB'+40. This cable will be replaced in generally the same horizontal location, but to a depth to avoid the proposed work. This work will be complete by March 15, 2017.

One fiber cable along the southwest side of CTH VV from approximately Station 293'EB'+40 to the end of the project limits, approximately 30' to 40' LT. This cable will be relocated to the northeast side of the road, under the proposed sidewalk. This work will be complete by March 1, 2017. AT&T will attempt to provide a minimum of 3' clearance between the relocated cable and the storm sewer manhole 109A, however may need to adjust the cable during construction if additional clearance is needed. Contact AT&T after the manhole is staked in the field. Allow five working days to complete the work after notification.

One fiber cable along the southeast right-of-way line of Military Road from approximately Station 444'NB'+50 to beyond the northeastern project limits, approximately 15' to 80' RT. This cable will be discontinued in place prior to March 15, 2017.

AT&T will place a new fiber cable crossing CTH VV at approximately Station 444'NB'+55. This work will be complete by March 15, 2017.

AT&T will place a new fiber cable along the south right-of-way of CTH VV and the northwest right-of-way of Military Road, approximately 3' inside right-of-way, from a new hand hole at approximately Station 278'EB'+35, 43' RT, to approximately Station 444'SB'+55, 68' LT. This work will be complete by March 15, 2017.

AT&T will place 1 copper and 1 fiber cable from a new pedestal at approximately Station 454'SB'+37, 85' LT, crossing Military Road and extending southeast along the southwest side of Oak Park Avenue, approximately 26' RT to outside the project limits. This work will be complete by March 15, 2017.

The AT&T contact person is Chuck Bartelt, (920) 929-1013, or cell phone (920) 410-5104; email cb1461@att.com.

Alliant Energy (Alliant) has **electric facilities** within the project limits as follows:

Buried electric along the north side of CTH VV from 272'WB'+00 to approximate station 275'WB'+84, with a buried electric crossing CTH VV at approximately Station 272'WB'+08. There is no conflict anticipated with these facilities and will remain in place.

Buried electric crossing CTH VV at approximately Station 274'WB'+92. This will be replaced in the same approximate horizontal location, but will be adjusted vertically to accommodate the proposed work. This work will be completed prior to March 1, 2017.

Buried electric along the north side of CTH VV and the west side of Sullivan Drive from approximately Station 275'WB'+86 to approximate station 524'SUL'+50. This buried electric will be discontinued in place prior to March 1, 2017.

Buried electric along the south right-of-way of Rogersville Road from CTH VV to Military Road. This buried electric will be discontinued in place prior to March 1, 2017.

A new buried electric crossing CTH VV will be installed at approximately Station 276'WB'+00, then extend along the south right-of-way of CTH VV from approximately Station 276'WB'+20 to approximately Station 278'EB'+25, then cross CTH VV at approximately Station 278'EB'+35 and head north along the east right-of-way line of Sullivan Drive and the south right-of-way line of Rogersville Road to approximately Station 13+16 (right-of-way plat alignment). The electric padmount transformer located outside the south CTH VV right-of-way at approximately Station 277'EB'+17 will remain. This work will be completed prior to March 1, 2017. The existing buried electric crossing CTH VV at approximately Station 278'EB'+08 will be discontinued in place prior to March 1, 2017.

A new buried electric will be installed approximately 2' west of the east Sullivan Drive right-of-way from the south right-of-way of Rogersville Road to 524'SUL'+50. This work will be completed prior to March 1, 2017.

The existing buried electric just outside the existing south CTH VV right-of-way line from approximately Station 278'EB'+35 to approximately Station 280'EB'+48 will be discontinued in place prior to March 1, 2017.

A new buried electric will be installed approximately 2' outside of the new southwest CTH VV right-of-way line from approximately Station 280'EB'+25, south to approximately Station 446'SB'+50, where it crosses Military Road to approximately 2' inside the proposed southeast right-of-way line, then following approximately 2' inside the southeast right-of-way line of Military Road and the southwest right-of-way line of CTH VV to approximately Station 292'EB'+20. This work will be completed prior to March 1, 2017.

A new buried electric will be installed approximately 5' northeast of the northeast CTH VV right-of-way line from approximately Station 284'WB'+69 to approximately Station 292'WB'+08, then crossing CTH VV at approximately Station 292'WB'+08. This work will be completed prior to March 1, 2017.

New padmount transformers will be installed at approximately Station 284'WB'+69, 64' LT; Station 289'WB'+17, 47' LT; and Station 305'EB'+76, 60' RT. This work will be completed prior to March 1, 2017.

The overhead electric conductors and associated poles will be removed along CTH VV from approximately Station 282'WB'+06 to Station 291'WB'+82, left; and along Military Road from approximately Station 447'SB'+58 to Station 457'SB'+56, left. The electric pole located at Station 457'SB'+56, 27' LT will remain in place, however an anchor will be installed 15' southwest of the pole. This work will be completed prior to March 1, 2017.

A new buried electric will be installed approximately 2' northeast of the new southwest CTH VV right-of-way line from approximately Station 305'EB'+76 to approximately Station 311'EB'+45.

The existing buried electric from approximately Station 310'EB'+07 to Station 311'EB'+45 will be discontinued in place prior to March 1, 2017.

The existing buried electric along the north side of CTH VV from approximately Station 311'WB'+34 to Station 314'WB'+00, and the crossing at approximately Station 311'WB'+34 will remain in place. There are no conflicts anticipated with these facilities.

The existing overhead electric crossings located at approximately Station 453'SB'+85 and Station 455'SB'+02 will be removed. This work will be completed prior to March 1, 2017.

New electric poles will be installed at approximately Station 453'NB'+82 and Station 30'OAK'+51, 28' LT. A new anchor will be installed 10' northwest of the pole on Oak Park Avenue. A new overhead electric line crossing Oak Park Avenue will be installed between these two poles. This work will be completed prior to March 1, 2017.

Alliant's relocation work will be completed prior to construction. The Alliant contact person is Bill Bastian, (920) 322-6716; williambastian@alliantenergy.com.

Alliant Energy (Alliant) has **gas facilities** within the project limits as follows:

10" buried steel gas main along the south side of CTH VV from Station 272'EB'+00 to 275'EB'+12. This main will remain. There is no conflict anticipated with this main.

10" buried steel gas main along the north side of CTH VV from Station 272'WB'+00, 60' LT to 521'SUL'+32, 50' LT. This main will remain. There is no conflict anticipated with this main.

2" buried plastic gas main along the north side of CTH VV from Station 272'WB'+00 to 277'WB'+60. This main will remain. There is no conflict anticipated with this main.

A new 10" buried steel gas main will be installed crossing CTH VV from approximately Station 275'EB'+60, 45' RT to approximately Station 275'WB'+25, 35' LT. This work will be completed prior to March 1, 2017.

A new 2" buried plastic gas main will be installed crossing CTH VV from approximately Station 275'EB'+00, 50' RT to 275'WB'+32, 30' LT to 275'WB'+67, 50' LT to 276'WB'+20, 50' LT to 276'WB'+40, 55' LT to 276'WB'+50, 65' LT, at which point it will head east, 10' north of and parallel to the existing 10" steel gas main to approximately Station 521'SUL'+34, where it heads northeast along Sullivan Drive approximately 3' northwest of the Sullivan Drive right-of-way line to approximately Station 523'SUL'+42, where it crosses Sullivan Drive to the east, then southerly 5' inside the Sullivan Drive

right-of-way and ties back into the existing gas main on the south side of Rogersville Road. This work will be completed prior to March 1, 2017.

A new 10" buried steel gas main will be installed 3' inside the proposed Sullivan Drive west right-of-way from approximately Station 521'SUL'+30 to Station 523'SUL'+38, at which point it crosses Sullivan Drive to the east, then southerly 8' inside the Sullivan Drive right-of-way and ties back into the existing gas main on the south side of Rogersville Road. This work will be completed prior to March 1, 2017.

A new 8"/10" buried steel gas main will be installed along the southwest side of CTH VV from approximately Station 281'EB'+03 to Station 311'EB'+26 (crossing Military Road at approximately Station 447'NB'+33). This main will be located approximately 5'-6' inside of right-of-way. This work will be completed prior to March 1, 2017.

A new 2" buried plastic gas main will be installed along the northeast side of CTH VV from approximately Station 283'WB'+02 to Station 286'WB'+00. This main will be located approximately 2'-10' outside of right-of-way. This work will be completed prior to March 1, 2017.

A new 2" buried plastic gas main will be installed along the south side of Military Road from approximately Station 449'NB'+31 to Station 459'NB'+87. This main will be located approximately 3' inside of right-of-way. This work will be completed prior to March 1, 2017.

A new 8"/10" buried steel gas main will be installed crossing CTH VV at approximately Station 281'WB'+08. This work will be completed prior to March 1, 2017.

New gas services will be installed crossing CTH VV at approximately Station 272'WB'+20 and 289'WB'+49. This work will be completed prior to March 1, 2017.

The buried gas main crossing CTH VV at approximately Station 309'EB'+69 and along the north side of CTH VV from approximately Station 309'WB'+69 to 311'WB'+00 will remain. No conflicts are anticipated with these facilities.

The gas main crossing along Military Road at approximately Station 453'NB'+25 will be replaced in approximately the same general location. This work will be completed prior to March 1, 2017.

The existing gas main located along the northwest side of Military Road from approximately Station 449'NB'+40, 125' LT to Station 452'NB'+76, 45' LT, and from approximately Station 456'NB'+96, 33' LT to Station 457'NB'+84 will remain. There are no conflicts anticipated with these facilities.

The existing gas main located along the northwest side of Military Road from approximately Station 452'NB'+76 to 456'NB'+96 will be relocated to approximately 3' inside the northwest right-of-way line. This work will be completed prior to March 1, 2017.

The gas main along the southwest side of Oak Park Avenue from approximately Station 30'OAK'+35 to Station 32'OAK'+53 will be replaced in approximately the same general location. This work will be completed prior to March 1, 2017.

Existing gas main crossings at approximately Station 275'WB'+06, Station 275'WB'+13, Station 281'WB'+04, and 447'NB'08, and existing gas service road crossings at approximately Station 272'WB'+15, Station 286'WB'+00, Station 289'WB'+57, and 456'NB'+93 will be discontinued in place prior to March 1, 2017.

The Alliant contact person is Bill Bastian, (920) 322-6716; williambastian@alliantenergy.com.

AT&T Legacy has buried fiber optic cable along the west side of the Wild Goose State Trail that crosses CTH VV at approximately Station 311'EB'+45. There are no conflicts anticipated with these facilities.

City of Fond du Lac Water Utility has water main facilities within the project limits.

The City of Fond du Lac will replace the water main at the following locations:

CTH VV (to be completed prior to March 1, 2017):

A 12" water main will be installed along the north side of the road from approximately Station 273'WB'+50 to Station 281'EB'+07 and from approximately Station 283'EB'+74 to Station 309'WB'+00. An 8" water main will be installed crossing CTH VV at approximately Station 281'WB'+00. 12" water mains will be installed crossing CTH VV at approximately Station 283'WB'+60 and Station 291'WB'+65. An 8" water main will be installed crossing CTH VV at approximately Station 303'WB'+65. A 10" water main will be installed crossing CTH VV at approximately Station 306'WB'+50. This work will be completed prior to March 1, 2017.

CTH VV (to be installed as part of this contract):

A 12" water main will be installed as part of this contract from Station 281'EB'+07 to Station 283'EB'+74.

Military Road (to be completed prior to March 1, 2017):

A 12" water main will be installed along the southeast side of Military Road from approximately Station 442'NB'+55 to Station 13'RAB'+00. This work will be completed prior to March 1, 2017.

Military Road (to be installed as part of this contract):

A 12" water main will be installed along the northwest side of Military Road from Station 448'SB'+78 to Station 457'NB'+42. A 6"/12" water main will be installed crossing Military Road at Station 454'SB'+80. A 10" water main will be installed crossing Military Road at Station 457'NB'+42. This work will be installed as part of this contract.

All existing water mains will be discontinued in place after the relocated water main installation is complete. Contact the City of Fond du Lac Water Utility to confirm location of discontinued water mains prior to any removal. The City of Fond du Lac Water Utility contact person is Travis Kloetzke, (920) 322-3683; cell phone (920) 539-5743; tkloetzke@fdl.wi.gov.

City of Fond du Lac Department of Public Works has sanitary sewer main located within the project limits.

The sanitary sewer along the southeast side of Military Road from Station 450'NB'00 to Station 457'NB'+63, along the northwest side of Military Road from Station 456'SB'+28 to Station 457'NB'+55, and along the center of Oak Park Avenue from Station 454'NB'+69 to Station 30'OAK'+25 will be replaced as part of this contract.

City of Fond du Lac Electrical Division has existing traffic signals at the CTH VV and Military Road intersection. This traffic signal system shall be functional until work on the project begins. Contact the City of Fond du Lac Electrical Division at least 14 calendar days prior to signal removal to coordinate the disconnection of the existing signal.

The City of Fond du Lac Electrical Division contact person is Dennis Lang, (920) 251-9880; dlange@gdl.wi.gov.

Charter Communications has existing buried communication facilities along the north side of CTH VV from the beginning of the project to approximately Station 275'WB'+80. Charter will lower their facilities from approximately Station 273'WB'+25 to approximately Station 275'WB'+10, 40' LT to avoid conflict with the proposed storm sewer. This work will be complete by March 1, 2017. There are no conflicts anticipated with rest of these underground facilities.

Charter has existing aerial communication facilities on Alliant Energy poles along the north right-of-way of Rogersville Road from approximately Station 275'WB'+80 to Military Road (power pole at 453'SB'+85, 26' LT), then northeast along Military Road to the end of the project on Alliant poles.

Charter will remove their aerial facilities on Alliant Energy poles, and install new buried communication facilities along CTH VV from approximately Station 275'WB'+80, 60' LT to approximately Station 278'WB'+40, 50' LT, then east along the north right-of-way lines of CTH VV and Military Road (located approximately 2' inside the right-of-way lines) to approximately Station 453'SB'+35, 43' LT. Charter will install new buried communication facilities from 453'SB'+35, 43' LT, crossing Military Road to approximately 1' inside of the southeast right-of-way line, then northeast along Military Road, approximately 1' to 3' inside right-of-way to the end of the project. A pedestal will be placed at approximately Station 275'WB'+80, 60' LT and a communication vault will be placed at approximately Station 453'SB'+35, 43' LT. Charter will install new buried communication facilities from approximately Station 275'WB'+80, 60' LT, to approximately Station 521'SUL'+20, 50' LT, then northerly along the west right-of-way line of Sullivan Drive (approximately

3' inside right-of-way) to approximately Station 523'SUL'+50. This work will be completed prior to March 1, 2017.

The Charter Communications contact for this project is Bruce Henry, (920) 907-7720; bruce.henry@charter.com.

Mills Fleet Farm has a private buried electric facility crossing CTH VV at approximately Station 278'WB'+18. This will be adjusted vertically to accommodate construction, prior to March 1, 2017.

Mercury Marine has private utilities located along and crossing CTH VV at the following locations:

Fire protection line crossing CTH VV at approximately Station 292'WB'+46 and Station 294'WB'+55. The fire protection line at Station 292'WB'+46 is a 10" PVC pipe. The crossing at Station 294'WB'+55 is a discontinued 10" black steel pipe. These pipes are in conflict with the proposed storm sewer. Mercury Marine will relocate the facility at Station 292'WB'+46 to avoid the proposed storm sewer, prior to March 1, 2017.

Discontinued natural gas line crossing CTH VV at approximately Station 294'WB'+60. This facility is installed in an 8" black steel pipe. The pipe is located approximately 5' below existing grade. This line is discontinued in place.

Communication line at approximately Station 295'WB'+55. This telephone line is installed in a 2" orange plastic pipe. This line will be discontinued prior to March 1, 2017.

Communication line at approximately Station 295'WB'+90. This telephone line is installed in a 2" orange plastic pipe. This line is in conflict with the proposed work. Mercury Marine will lower this line to avoid conflict with the proposed project, prior to March 1, 2017.

Natural gas line at approximately Station 297'WB'+20. This natural gas line is an 8" black steel pipe. There are no conflicts anticipated with the pipe, however the valve located at approximately Station 297'WB'+20, 25' LT is in conflict with the new road. Mercury Marine will relocate the valve to the northeast, outside of the construction limits, prior to March 1, 2017.

Discontinued communication line at approximately Station 297'WB'+20. This facility is installed in a 2" orange HDPE pipe. This line is discontinued in place.

Communication hand hole located at approximately Station 297'WB'+10, 30' LT. This hand hole is in conflict with the proposed work. Mercury Marine will relocate the hand hole to the northeast, outside of the construction limits, prior to March 1, 2017.

Discontinued sanitary sewer and sanitary sewer manhole located at approximately Station 297'WB'+50, 35' LT. This manhole and associated sanitary sewer within the right-of-way will be removed as part of this contract.

Communication line diagonally crossing CTH VV from approximately Station 305'WB'+90, 40' LT to Station 307'EB'+30, 35' RT. This fiber optic line is installed in two, 4" gray PVC pipes in a 14" sleeve pipe. There are no conflicts anticipated with this facility.

Compressed air line diagonally crossing CTH VV from approximately Station 306'WB'+60, 40' LT to Station 307'EB'+90, 45' RT. This facility is installed in an 18" black HDPE pipe. There are no conflicts anticipated with this facility.

12.47 KV electrical distribution lines diagonally crossing CTH VV from approximately Station 306'WB'+80/85, 40' LT to Station 308'EB'+15/20, 45' RT. This facility is installed in a 20" black HDPE pipe WITH a 3'x3' concrete duct bank approximately 35' east and west of the existing edge of asphalt pavement. There are no conflicts anticipated with this facility.

Four discontinued utility lines in steel casing pipes are located between approximately Station 305'WB'+90, 40' LT to Station 307'EB'+30, 35' RT, and approximately Station 306'WB'+60, 40' LT to Station 307'EB'+90, 45' RT. These lines are discontinued in place.

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

Both the department and City of Fond du Lac personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and acceptance of the sanitary sewer and water main construction will be by the City of Fond du Lac.

105-001 (20140630)

8. Referenced Construction Specifications.

Construct the work enumerated below conforming to the City of Fond du Lac Detailed Specifications for Water Main Construction and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. If there is a discrepancy or conflict between the referenced specifications and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Sanitary Sewer items

Watermain items

9. Railroad Insurance and Coordination.

A Description

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

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd and its parents (d.b.a. Canadian National).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works at 1625 Depot Street, Stevens Point, WI, 54481. Include the following information on the insurance document:

Project 4986-00-22

Route Name CTH VV Pioneer Road, City of Fond du Lac

Trail Name: Wild Goose State Trail, Rails to Trails

Rails to Trails is an active railroad in interim trail use. Wisconsin Central Ltd. (d.b.a. Canadian National) has the operating rights to this corridor. Provide railroad protective liability insurance coverage or provide the items below on the Commercial General Liability certificate of insurance:

1. Certificate holder and additional insured, Wisconsin Central Ltd. and its parents, 17641 S. Ashland Avenue, Homewood, IL 60430
2. Limits of \$2 million per occurrence and \$6 million aggregate (can be met with an excess liability umbrella as long as it follows form of the general liability)
3. Waiver of subrogation applies
4. Railroad exclusion deleted from the policy (using endorsement CG 2417 or equivalent approved by Railroad Company)
5. Send items 1-4 to Jackie Macewicz for her review and approval to starting any work on or within 50 feet of the Rails to Trails right-of-way.

A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None

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

Contact Jackie Macewicz, Manager Public Works, 1625 Depot Street, Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; fax (715) 345-2534; email Jackie.macewicz@cn.ca for consultation on railroad requirements during construction.

A.4 Train Operation

No trains or track.

10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Craig Treadway, JT Engineering at (920) 468-4771.
107-054 (20080901)

11. Environmental Protection, Phragmites.

Phragmites, an invasive species plant, is known to exist within the project limits and in areas that ground disturbance or excavation work is shown in the plans. All soils containing plant or root fragments that will be excavated or salvaged as part of the work within the contract shall be salvaged and used as topsoil within the immediate area of the work or deposited at an engineer approved waste site within the existing CTH VV right-of-way within the project limits. All waste sites are subject to review and approval by the department and shall be suitable for the waste of material containing Phragmites. Waste material shall be placed in upland locations in the general area where the plan currently exists. For all equipment that comes into contact with Phragmites infested areas, use the following guidelines for inspection and cleaning of equipment prior to leaving the project site.

Known Phragmites locations include:

- Along the southeast side of Military Road from the beginning of the project to CTH VV.

Locations to be verified by engineer in the field.

Ensure that all equipment that has been in contact with Phragmites infested areas or potentially infested areas has been decontaminated. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources) for disinfection:

- Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
- Clean all equipment with hot water of 105 °F to 110 °F for a period of 30 minutes or hot water of 140 °F for a period of five minutes. After cleaning, dry all equipment in a sunny location for at least three days.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.
(NER12-1003)

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

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

107-055 (20130615)

13. Environmental Protection - Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website:

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.
(NER12-1010)

14. Environmental Protection, Erosion Control.

Supplement standard spec 107.20 with the following:

Erosion control measures must be inspected once per week and after every rainfall exceeding ½ inch. Any necessary repairs or maintenance must be performed after each inspection. A log of the erosion control inspections, repairs made, and rain events must be maintained. This must be made available to WDNR personnel upon request and must remain on the project site at all times work is being performed.

15. Notice to Contractor – Wisconsin Power & Light parcel access.

Any work occurring inside the fence at the Wisconsin Power & Light property (parcel 4 – approximately Station 274'EB'+50 to 275'EB'+00) must have a WPL representative on-site. Contact Bill Bastian at (920) 322-6716, williambastian@alliantenergy.com, three working days prior to coordinate oversight.

16. Notice to Contractor – Televising Sanitary and Storm Sewer.

The City of Fond du Lac will televise all sanitary and storm sewer mains installed as part of this contract. Contact the City of Fond du Lac City Engineer, Paul De Vries, (920) 322-3473, three working days after completion of the sanitary and storm sewer work. Allow for seven calendar days from notification prior to paving.

17. Notice to Contractor – Salvage Existing Storm Sewer Manhole and Inlet Frames and Covers.

The existing storm sewer manhole and inlet frames and covers are owned by the City of Fond du Lac. Salvage the existing frames and covers. Contact the City of Fond du Lac City Engineer, Paul De Vries, (920) 322-3473, to coordinate an acceptable location to stockpile the frames and covers for the City of Fond du Lac pick up.

18. Notice to Contractor – Roundabout Central Island Landscaping.

The City of Fond du Lac will be responsible for the landscaping of the roundabout central island on the project. Contact the City of Fond du Lac City Engineer, Paul De Vries, (920) 322-3473 at least three weeks prior to completion of the roundabout (including placement of the planting mixture), and allow the city two weeks to complete the installation of the landscaping prior to opening the roadway to through traffic.

19. Notice to Contractor – Salvage Existing Street Lights.

The City of Fond du Lac will salvage the existing street lights along Sullivan Drive. Contact the City of Fond du Lac City Engineer, Paul De Vries, (920) 322-3473, seven calendar days prior to work in this area. Allow for three calendar days from notification to complete the work.

20. Coordinate 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 two meetings per month thereafter. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held.
(NER12-1003)

21. Removing Steel Posts, Item 204.9060.S.01.

A Description

This special provision describes removing steel posts according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Steel Posts as each individual steel post, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Steel Posts	EACH

204-025 (20150630)

22. 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-rsrces/rdwy/default.aspx>

A.2 Contractor Testing for Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.

- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
2. Divide the aggregate into uniformly sized sublots for testing as follows:

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

- ^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

- ^[2] For 3-inch material, obtain samples at load-out.

- ^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.

3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

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

<http://wisconsin.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 seven 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)

23. Coloring Concrete Custom, Item 405.0200.

This special provision describes coloring concrete dark redwood for incorporation full-depth in work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
- For dark redwood: use synthetic non-fading iron oxide at a loading of 6% percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with dark redwood color, which is similar to Federal Standard 595 - FS 30166.

Replace standard spec 405.2.1.1(3) with the following:

- (3) The department will accept the color based on comparison to color samples available for viewing at the Pioneer Road and Hickory Street roundabout in Fond du Lac.
- 405-020 (20160607)

24. Stamping Colored Concrete, Item 405.1000.

This special provision describes stamping and coloring concrete dark redwood for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
- For dark redwood: use synthetic non-fading iron oxide at a loading of 6% percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with dark redwood color, which is similar to Federal Standard 595 - FS 30166.

Replace standard spec 405.2.1.1(3) with the following:

- (3) The department will accept the color based on comparison to color samples available for viewing at the Pioneer Road and Hickory Street roundabout in Fond du Lac.

Replace the entire contents of standard spec 405.2.2 with the following:

- (1) Furnish dark redwood full-depth colored concrete conforming to standard spec 405.2.1.
- (2) The stamped tool pattern shall be a running bond new brick pattern.
- (3) Use a slate grey releasing agent to provide a look of mortared joints.

Replace the entire contents of standard spec 405.3.2 with the following:

- (1) Color concrete full-depth conforming to standard spec 405.3.1
 - (2) Stamp concrete surfaces according to the manufacturer's instructions.
 - (3) Apply release agent according to manufacturer's instructions.
- 405-100 (20160607)

25. Bike Lane Concrete Pavement.

Construct concrete pavement for bike lanes according to standard specification 415 including straight edging as specified in 415.3.11.5 and sawing of transverse joints as specified in 415.3.9.2(10). Finish all concrete pavement according to standard spec 415.3.11.6.2 (turf drag). Hand tooling of contraction joints is not allowed.

26. 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)

27. Pipe Grates, Item 611.9800.S.

A Description

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	Each

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

611-010 (20030820)

28. Removing Signs.**A Description**

Conform to standard spec 638 and as modified in this special provision.

Revise standard spec 638.3.4(2) as follows:

- (2) Type II signs are Fond du Lac County's property. Contact the owner, Thomas Janke, Fond du Lac County Highway Commissioner, (920) 929-3488, to coordinate an acceptable location to stockpile the signs for Fond du Lac County pick up. Separate plywood from aluminum signs and palletize the stockpile for handling with a forklift.

29. 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 therefore no additional payment will be made.

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.

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)

30. 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 1-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)

31. Concrete Bases Type 13.

Conform to standard spec 654 as modified in this special provision.

Replace standard spec 654.2(4) with the following:

(4) Use anchor rods, nuts, washers, and templates for concrete bases type 10 and 13, furnished under bid items Furnish and Install Poles (Type).

32. Traffic Signal Timing Parameters – CTH VV & Private Driveway.

Permanent traffic signal timing shall be used with the completed permanent traffic signals.

All work required to implement permanent traffic signal timing, perform test operations and make updates for all signalized intersections in this contract shall be considered incidental to the Traffic Signal Systems Integrator bid item.

PERMANENT TRAFFIC SIGNAL TIMING CTH VV & PRIVATE DRIVEWAY

Location: CTH VV/Private Driveway
Type: Permanent Signal Timing
Date: June 1, 2016

Actuated Settings	<div style="display: flex; align-items: center;"> <div style="text-align: center; margin-right: 10px;"> N </div> <div style="text-align: center;"> Phase <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="text-align: center;">1 </div> <div style="text-align: center;">2 </div> <div style="text-align: center;">4 </div> <div style="text-align: center;">5 </div> <div style="text-align: center;">6 </div> <div style="text-align: center;">7 </div> <div style="text-align: center;">8 </div> </div> </div> </div>						
Approach Name	CTH VV NBL	CTH VV SBT	PVT DWY EBT	CTH VV SBL	CTH VV NBT	PVT DWY EBL	PVT DWY WBT
Minimum Green (sec.)	4.0	12.0	8.0	4.0	12.0	4.0	8.0
Passage Time (sec)	0.5	5.0	2.0	0.5	5.0	2.0	1.5
Maximum Green 1 (sec)	8.0	45.0	10.0	8.0	45.0	15.0	10.0
Maximum Green 2 (sec)	8.0	35.0	10.0	8.0	35.0	15.0	10.0
Maximum Green 3 (sec)	8.0	25.0	10.0	8.0	25.0	25.0	10.0
Yellow Change (sec)	3.5	4.0	3.5	3.5	4.0	3.5	3.5
All Red Clearance (sec)	1.0	3.0	3.0	1.0	3.0	1.0	3.0
Added Initial	---	1.2	---	---	1.2	---	---
Maximum Initial	---	24.0	---	---	24.0	---	---
Time Before Reduction (sec)	---	15.0	---	---	15.0	---	---
Time to Reduce (sec)	---	15.0	---	---	15.0	---	---
Minimum Gap (sec)	---	2.5	---	---	2.5	---	---
Walk (sec)	---	7.0	---	---	7.0	---	7.0
Pedestrian Clearance Time	---	31.0	---	---	31.0	---	15.0
Phase Locking	Non-Locking	Locking	Non-Locking	Non-Locking	Locking	Locking	Non-Locking
Phase Recall	None	Min	None	None	Min	None	None

Notes:

- Detection zone delay shall be set as follows:
 Loop 42: 10 seconds
 Loop 81: 2 seconds
 Loops 83 & 84: 10 seconds
- Maximum green times shall be active according to the following schedule:
 Maximum Green 1: 00:00 - 06:45; 07:15 - 14:55; 15:15 - 00:00
 Maximum Green 2: 06:45 - 07:15
 Maximum Green 3: 14:55 - 15:15

33. Communications Vault Type 1, Item 673.0105.

For bid item 673.0105, append standard spec 673.2 with the following:

Replace standard spec 673.2, Materials, paragraph (3) to read as follows:

(3) Furnish a two-piece vault lid with a minimum design load of 15,000 pounds with a permanent stamp reading "COMMUNICATIONS." Ensure that the vault lid has 2 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.

34. Traffic Signal Face, 3-12 Inch Vertical, Item 658.0110; Traffic Signal Face, 4-12 Inch Vertical, Item 658.0115; Pedestrian Signal Face 16 Inch, Item 658.0416; Pedestrian Push Buttons, Item 658.0500; Signal Mounting Hardware (CTH VV & Private Driveway), Item 658.5069.01.

For equipment at the intersection of CTH VV with Private Driveway, append standard spec 658.2 with the following:

Append standard spec 658.2.1, Signal Mounting Hardware, with paragraph (8) as follows:

(8) Signal Mounting Equipment shall have a factory applied black exterior finish to match the proposed traffic signal equipment. If a black factory finish is not available, repaint banding and mounting brackets to match the proposed traffic signal equipment.

Replace standard spec 658.2.2.2, Signal Housings and Backplates, paragraph (1) to read as follows:

(1) Furnish polycarbonate resin housings, doors, visors, and backplates. Use black Federal Standard color for all housings and dull black door faces, visors, and backplates. Ensure that the door is sized for 12-inch nominal diameter lenses and is held shut with eyebolts secured with wing nuts. Use cut away or tunnel type visors as the plans show. Use flat backplates that project 5 inches beyond all sides of the signal housing.

Replace standard spec 658.2.3.2, Signal Housings, paragraph (1) to read as follows:

(1) Furnish polycarbonate resin housings, doors, and visors. Use black Federal Standard color housings and dull black door faces and visors. For 16-inch heads, mount a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mounting.

Append standard spec 658.2.5, Pedestrian Push Buttons, with paragraph (2) as follows:

(2) Pedestrian push buttons and bodies shall have a factory applied black exterior finish to match the proposed traffic signal equipment.

35. LED Modules 12-Inch Red Ball, Item 658.0600; LED Modules 12-Inch Yellow Ball, Item 658.0605; LED Modules 12-Inch Green Ball, Item 658.0610; LED Modules 12-Inch Red Arrow, Item 658.0615; LED Modules 12-Inch Yellow Arrow, Item 658.0620; LED Modules 12-Inch Green Arrow, Item 658.0625.

Append standard spec 658.2.2.3, LED Modules, with paragraph (2) as follows:

(2) LED Modules 12-Inch shall have a uniform, non-pixelated appearance.

36. LED Modules Pedestrian Countdown Timer 16-Inch, Item 658.0635.

Append standard spec 658.2.3.3, LED Modules, with paragraph (2) as follows:

(2) Pedestrian faces shall have a uniform, non-pixelated appearance.

37. General Requirements for Water Main.

All water main work shall be according to the plans and specifications, the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

Any discrepancy between the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and the City of Fond du Lac Detailed Specifications for Water Main Construction, the City of Fond du Lac Detailed Specifications for Water Main Construction shall govern.

All existing water main valves shall be operated by City of Fond du Lac Water Utility personnel only. Notify the Fond du Lac Water Utility at least two working days prior to the request for water shut off.

Water mains and services shall be insulated with two inch polystyrene boards according to the City of Fond du Lac Detailed Specifications whenever six feet of cover cannot be obtained, or if the pipeline passes within two feet of an underground structure which may experience freezing temperatures.

Coordinate with commercial customers prior to starting work to discuss water shut off windows, and come to a mutually agreed upon time. Water shut off may have to occur outside of normal business hours. Notify commercial customers a minimum of twenty four hours in advance of turning the water off to install the new water service.

City of Fond du Lac will provide primary survey reference points and line and grade staking for the work. Notify Fond du Lac Water Utility (Travis Kloetzke, (920) 322-3683; cell phone (920) 539-5743; tkloetzke@fdl.wi.gov) at least four working days in advance of any staking request. Line and grade staking will be set once. Contractor is responsible for preserving stakes. Any additional staking or restaking due to alteration or removal of stakes by construction activity shall be paid for by contractor.

The interior of all pipe and fittings used in the connection to an existing main shall be swabbed or sprayed with a one percent hypochlorite solution before they are installed. Every effort will then be used to prevent the contamination of the pipe and fittings being installed. This shall be incorporated into the bid price for the respective water main bid item. No extra payment will be made for such work.

Notify the Fond du Lac Water Utility a minimum of 48 hours in advance of any proposed flushing of the new water main. This will allow time for a notice to be put in the local paper, warning customers of potential rusty water conditions.

38. General Requirements for Sanitary Sewer.

All sanitary sewer work shall be according to the plans and specifications, the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and the City of Fond du Lac Detailed Specifications for Sanitary Sewer Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

Any discrepancy between the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and the City of Fond du Lac Detailed Specifications for Sanitary Sewer Construction, the City of Fond du Lac Detailed Specifications for Sanitary Sewer Construction shall govern.

City of Fond du Lac will provide primary survey reference points and line and grade staking for the work. Notify the City of Fond du Lac Engineering Department (Paul De Vries, (920) 322-3473, pdevries@fdl.wi.gov) a minimum of four working days in advance of any staking request. Line and grade staking will be set once. Contractor is responsible for preserving stakes. Any additional staking or restaking due to alteration or removal of stakes by construction activity shall be paid for by contractor.

Deflection tests shall be performed on all PVC main line pipe installed using an approved go-no-go device. The test shall be conducted after all backfill has been placed and consolidated. If testing occurs within 30 days of placement of final backfill, deflection shall not exceed five percent. When testing occurs after 30 days of placement of final backfill, the deflection shall not exceed 7.5%. For acceptance, the device must pass through the entire section between manholes in one pass when pulled by hand without the use of excessive force.

All sanitary sewers, except relays with active connected buildings' sewers, shall be required to pass a low pressure air test or water infiltration test according to Chapter 3.7.0 of the Standard Specifications for Sewer & Water Construction in Wisconsin, Sixth Edition.

All testing shall be done under the observation of the engineer. Any section not meeting the requirements shall be repaired and retested. The expense for testing, and repairing if necessary, the main, laterals and manholes shall be incorporated into the price bid for sanitary main in place. No extra payment will be made for such work.

Sanitary sewer mains and laterals shall be insulated with two inch polystyrene boards according to Section 4.17.2 of the Standard Specifications for Sewer & Water Construction in Wisconsin, Latest Edition, whenever the depth of cover is less than 6 feet, or passes within 2 feet of an underground structure which may experience freezing temperatures. This shall apply to new construction as well as any existing facility uncovered during reconstruction work.

39. Planting Mixture, Item SPV.0035.001.

A Description

This special provision describes furnishing and installing Planting Mixture 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 Planting Mixture, as shown on plan.

(2) Planting Mixture.

The planting mixture consists of the following blend by volume:

- a. 2 parts topsoil. Topsoil shall conform to standard spec 625.
- b. 1 parts sand. Obtain the engineer's approval for the sand.
- c. 1 part compost. Compost shall be either well-rotted shredded leaf mulch, free of disease; or well-rotted, unleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Either shall be free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.
- d. 1 part peat moss. Peat moss shall conform to standard spec 632.

C Construction

(1) Ensure proper excavation of planting area for all areas to receive Planting Mixture. Prepare planting beds by removing any construction materials, stone, or other debris larger than 2" in length or diameter for entire area of planting bed and to depths indicated on plans.

(2) Provide planting mixture over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans and account for settling. Place Planting Mixture in 6-inch to 8-inch lifts, watering in or tamping to reduce settling potential. A minimum of 12" depth shall be provided in all locations; depth varies, see plans.

(3) Obtain approval of Planting Mixture depths, locations, and elevations by supervising engineer.

D Measurement

The department will measure Planting Mixture by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Planting Mixture	CY

Payment is full compensation for furnishing and installing all materials.

40. Inlet Covers Type HC, Item SPV.0060.001.

A Description

This special provision section describes furnishing and installing inlet covers according to standard spec 611, as shown on the plans, and as hereinafter provided.

B Materials

Provide materials according to standard spec 611.2. Supply an open grate cover to fit an existing structure opening of approximately 2-foot x 3-foot as shown on the plans

C Construction

Construct according to standard spec 611.3.

D Measurement

The department will measure Inlet Covers type HC 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.0060.001	Inlet Covers Type HC	EACH

Payment is full compensation for providing new covers, including frames, grates or lids, adjustment to final grade, and all other required materials and for installing and adjusting each cover.

41. Connect to Existing Storm Sewer Lateral, Item SPV.0060.002.

A Description

This special provision describes reconnecting existing storm sewer laterals to new structures or existing pipe.

B Materials

Provide culvert pipe concrete collars according to standard spec 520.2.4.

Provide couplings that meet standard spec 608.2.

C Construction

Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer. Any additional pipe or materials required to reconnect the storm sewer laterals are considered incidental to this bid item.

D Measurement

The department will measure Connect to Existing Storm Sewer Lateral by each lateral, connected and approved in the field.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.002	Connect to Existing Storm Sewer Lateral	EACH

Payment is full compensation for furnishing and installing all materials, couplings, and concrete collars.

42. Connect to Existing Storm Sewer Structure, Item SPV.0060.003.**A Description**

This special provision describes furnishing, installing, and constructing drainage pipe connections to existing storm sewer structures at locations shown on the plan and as hereinafter provided.

B Materials

Provide joint sealing materials conforming to the following:

Concrete	Standard spec 501
Mortar	Standard spec 519.2.3
External rubber gaskets, mastic, and protective film	ASTM C877

C Construction

Core a hole through the storm sewer structure unit with a minimal size to fit and seal the receiving sewer pipe joint according to standard spec 611.3.2.

D Measurement

The department will measure Connect to Existing Storm Sewer Structure by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.003	Connect to Existing Storm Sewer Structure	EACH

Payment is full compensation for coring, furnishing, and installing the connections.

43. Pedestal Bases Black, Item SPV.0060.101; Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black, Item SPV.0060.102.**A Description**

This work shall be according to the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Amend standard spec 657.2.2.5, Bases, paragraph (1) to read as follows:

(1) Furnish cast aluminum alloy transformer bases from the department's approved products list and meeting the design criteria specified in standard spec 657.2.2.1.2. Ensure that castings are true to pattern in form and dimensions and free from pouring faults, sponginess, cracks, sharp edges, blow holes, and other defects in positions affecting strength or service life. Furnish all bases with a manufacturer applied black anodized finish. Bases anodized after purchase from the manufacturer will not be accepted without approval from the engineer.

C Construction

In accordance with the plans and standard spec 657.3.

D Measurement

The department will measure Pedestal Bases Black and Transformer Bases Breakaway 11 ½-Inch Bolt Circle Black in accordance with the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.101	Pedestal Bases Black	EACH
SPV.0060.102	Transformer Bases Breakaway 11 ½-Inch Bolt Circle Black	EACH

Payment for the pedestal bases and transformer bases bid items is full compensation for providing the transformer base, mechanical grounding connector, and related hardware; for leveling shims if required; and for providing an anodized finish.

44. Poles Type 4 Black, Item SPV.0060.103.**A Description**

This work shall be according to the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Amend standard spec 657.2.2.1.1, General, by adding the following paragraph(s):

(8) Furnish all poles with a manufacturer applied black powder coat finish. Poles with finish applied after purchase from the manufacturer will not be accepted without approval from the engineer. Pole cap, nut covers and associated materials shall have a matching finish.

C Construction

In accordance with the plans and standard spec 657.3.

D Measurement

The department will measure Poles Type 4 Black in accordance with the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.103	Poles Type 4 Black	EACH

Payment for the poles bid item is full compensation for providing all materials, including poles, all hardware and fittings necessary to install the pole; and for providing an anodized finish.

45. Poles Type 5 Aluminum Black, Item SPV.0060.104; Traffic Signal Standards Aluminum 3.5-FT Black, Item SPV.0060.105; Traffic Signal Standards Aluminum 10-FT Black, Item SPV.0060.106; Traffic Signal Standards Aluminum 13-FT Black, Item SPV.0060.107; Traffic Signal Standards Aluminum 15-FT Black, Item SPV.0060.108.

A Description

This work shall be according to the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Amend standard spec 657.2.2.1.1, General, by adding the following paragraph(s):

(8) Furnish all poles with a manufacturer applied black anodized finish. Poles anodized after purchase from the manufacturer will not be accepted without approval from the engineer. Pole cap, nut covers and associated materials shall have a matching anodized finish.

C Construction

In accordance with the plans and standard spec 657.3.

D Measurement

The department will measure Poles Type 5-Aluminum Black and Traffic Signal Standards Aluminum (Length) Black in accordance with the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.104	Poles Type 5-Aluminum Black	EACH
SPV.0060.105	Traffic Signal Standards Aluminum 3.5-FT Black	EACH
SPV.0060.106	Traffic Signal Standards Aluminum 10-FT Black	EACH

SPV.0060.107	Traffic Signal Standards Aluminum 13-FT Black	EACH
SPV.0060.108	Traffic Signal Standards Aluminum 15-FT Black	EACH

Payment for the poles and standard bid items is full compensation for providing all materials, including poles, all hardware and fittings necessary to install the pole, and for providing an anodized finish.

46. Luminaire Arms Single Member 4-Inch Clamp 6-FT Black, Item SPV.0060.109; Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT Black, Item SPV.0060.110; Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT Black, Item SPV.0060.111.

A Description

This work shall be according to the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Amend standard spec 657.2.2.3, Aluminum Arms, paragraph (3) to read as follows:

(3) Make luminaire arms out of extruded aluminum. Ensure that the arms are clean with a manufacturer applied black anodized finish. Arms anodized after purchase from the manufacturer will not be accepted without approval from the engineer. Brackets, fitters and associated materials shall have a matching anodized finish.

C Construction

In accordance with the plans and standard spec 657.3.

D Measurement

The department will measure Luminaire Arms Single Member (Size) Clamp 6-FT Black and Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT Black in accordance with the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.109	Luminaire Arms Single Member 4-Inch Clamp 6-FT Black	EACH
SPV.0060.110	Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT Black	EACH
SPV.0060.111	Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT Black	EACH

Payment for the luminaire arms bid items is full compensation for providing all materials, including all hardware, fittings, mounting clamps, shims if required, for providing an anodized finish, and all attachments necessary to completely install the luminaire arm.

47. Luminaire Utility LED B Black, Item SPV.0060.112.

A Description

This work shall be according to the requirements of standard spec 659, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Amend standard spec 659.2, Materials, by adding the following paragraph:

(2) Furnish all luminaires with black colored housing.

C Construction

In accordance with the plans and standard spec 659.3.

D Measurement

The department will measure Luminaire Utility LED B Black In accordance with the plans and standard spec 659.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.112	Luminaires Utility LED B Black	EACH

Payment for the luminaire bid items is full compensation for providing all materials including hardware, for providing a black finish, and all attachments necessary to completely install the luminaire.

48. Pull Box Non-Conductive 24x36-Inch, Item SPV.0060.113; Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.114.

A Description

This special provision describes furnishing and installing Pull Box Non-Conductive (size) 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 (size) 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 standard spec 205.3.12.

Use covers stamped with “SIGNALS” for traffic signal pull boxes or “LIGHTING” for lighting pull boxes.

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 (size) 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.0060.113	Pull Box Non-Conductive 24x36-Inch	EACH
SPV.0060.114	Pull Box Non-Conductive 24x42-Inch	EACH

Payment for Pull Box Non-Conductive (size) 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.

49. Furnish and Install Poles Type 12 Black, Item SPV.0060.115; Furnish and Install Monotube Arms 35-FT Black, Item SPV.0060.116; Furnish and Install Monotube Arms 40-FT Black, Item SPV.0060.117; Furnish and Install Monotube Arms 50-FT Black, Item SPV.0060.118; Furnish and Install Monotube Arms 55-FT Black, Item SPV.0060.119.

A Description

This special provision describes furnishing and installing black painted steel monotube traffic signal poles and arms.

B Materials

Furnish steel monotube poles and arms from the WisDOT qualified product list and conforming to standard spec 657.2, except as modified in this special provision.

Delete standard spec 657.2.1.

Append standard spec 657.2 by adding the provisions from standard spec 641.2.2.3.

Additional Provisions

Furnish top and bottom anchor rod templates hot-dip galvanized according to ASTM A123 standards.

Furnish steel monotube poles and arm materials conforming to the requirements listed for steel sign bridges under standard spec 641.2.8.

Furnish steel monotube poles and arms that have been properly cleaned, primed using an epoxy powder primer, and powder coated using a polymer powder. The primer and powder coatings shall be black in color and have an average thickness of no less than 5 mils.

C Construction

Construct steel monotube poles and arms conforming to standard spec 657.3, except as modified in this special provision.

Append standard spec 657.3 by adding the following sections from standard spec 641.3:

- 641.3.2.3 Fabrication
- 641.3.2.4 Handling and Field Assembly

Additional Provisions

Blast clean all materials, followed by a zinc coat, prime coat, and powder coat of the fabricated monotube poles and arms, and their steel accessories after completing all cutting, punching, drilling, and welding.

After zinc coating, priming, and powder coating, assemble the arms and pole that make up each monotube structure in the shop and adjust connection elements for a proper fit, alignment, and camber as the plans show. Disassemble the members before shipment.

Protect powder coated members from damage during transportation, storage, and erection. Re-prime and paint areas of damaged powder coating. Clean damaged and adjacent areas by scraping, sanding, and applying a profile to the bare metal surface using a needle gun before applying paint. Apply paint no more than 24 hours after cleaning and profiling, and all surfaces shall be free of corrosion.

Coordinate with the engineer for independent inspection of the installed monotube structures and make adjustments as needed to address unsatisfactory results of inspection.

D Measurement

The department will measure Furnish and Install Poles (Type), and Furnish and Install Arms (Type) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.115	Furnish and Install Poles Type 12 Black	Each
SPV.0060.116	Furnish and Install Monotube Arms 35-FT Black	Each
SPV.0060.117	Furnish and Install Monotube Arms 40-FT Black	Each

SPV.0060.118	Furnish and Install Monotube Arms 50-FT Black	Each
SPV.0060.119	Furnish and Install Monotube Arms 55-FT Black	Each

Payment is full compensation for providing and installing poles and arms; for providing a painted finish; for providing high-strength bolt/nut/washer assemblies and DTIs, including those required for testing; and for providing related mounting hardware, leveling shims, identification plaques, and other required components.

50. Manholes Sanitary 4-FT Diameter, Item SPV.0060.201.

A Description

Sanitary sewer manholes, frames, grates, and lids shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Provide 48-inch diameter precast sanitary sewer manholes conforming to ASTM designation C478, and shall meet the design, physical tests, finish and marking requirements of this specification. All materials shall be subject to visual inspection by the City of Fond du Lac's project representative. The purpose of this inspection is to cull and reject any materials that fail to conform to the city's requirements as to general finish, exposed reinforcement and cracked or damaged materials.

All manhole inverts shall be cast for full height flow and all side connecting mains shall have full sweep curvature into main line flow. No variation will be allowed from this requirement.

Manhole joints shall be constructed utilizing either a rubber gasket joint conforming to ASTM designation C443 where the pre-molded flexible butyl sealant joint shall conform to AASHTO designation M198, or an embedded bell gasket meeting the requirements of ASTM designations C443, C478 and C497.

All manhole base sections shall be equipped with molded rubber boot of appropriate size conforming to ASTM designation C923. Pipe to manhole connectors shall be "Kor-N-Seal" by Trelleborg Pipe Seals Milford, Inc., "Quik-Lok" by A-Lok Products, Inc. or approved equal. The boot shall be located in the manhole section to allow for a minimum of two inches of concrete below the bottom of the sewer main. All boots shall come complete with all required stainless steel hardware.

Manhole steps shall be steel reinforced plastic conforming to Section 8.40.1(a) of the Standard Specifications for Sewer & Water Construction in Wisconsin, Sixth Edition. All manhole steps shall be approved by the City of Fond du Lac and OSHA and shall be installed at intervals of 16 inches. The cost of the manhole steps shall be included in the unit prices for

manholes. Manhole steps shall be aligned over the outgoing pipe unless directed otherwise by the engineer.

Manhole cone sections shall be of the eccentric type unless specified otherwise on the plan set.

Concealed pick holes are required for manhole barrel sections. Lifting holes penetrating through the manhole sidewalls are not permitted.

Sanitary sewer manhole frames and covers shall be manufactured from gray iron conforming to the requirements for Class 35B of ASTM A48.

Castings shall be true to pattern in form dimensions, free from pouring faults, sponginess, cracks, blowholes, and other defects in positions affecting strength and value for the service intended. Castings shall be boldly filleted at angles and the risers shall be sharp and perfect. Castings shall be sandblasted or otherwise effectively cleaned of scale and sand so as to present a smooth, clean and uniform surface. Sanitary sewer manhole frames and covers shall be Neenah Foundry R-1550 with type B lid. Covers shall be self-sealing, have concealed pick holes and have a continuous flat "T" seal gasket, which fits securely in a machined bearing surface. Non-rocking covers are not allowable.

Internal manhole chimney seals will not be required.

Manhole adjusting rings, including adjustment for surface slope, shall be injection molded-recycled high-density polyethylene as manufactured by LADTECH, Inc., or approved equal. Furnish all ring materials, butyl rubber adhesive, labor and equipment to install the rings per manufacturer's recommendations. Concrete adjusting rings shall not be used for manhole adjustment.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Adjustment rings shall be installed per manufacture's recommendations. The adjustment rings shall conform to pavement slope using wedge shapes $\frac{3}{4}$ to 1- $\frac{1}{2}$ inch, and other thickness adjustment rings as required. Wedge rings shall be installed at the top of the ring stack under a maximum $\frac{1}{4}$ inch thick solid adjustment shim ring.

A $\frac{3}{8}$ inch diameter, continuous bead of butyl rubber adhesive is required to be installed between each ring. A double ring of sealant is required between the concrete manhole and adjacent ring. A double ring of sealant is also required between the casting and adjacent rings unless concrete is to be vibrated between the casting and rings for concrete paving. For concrete paving, the ring adjustment shall include a double ring of adhesive, $\frac{1}{4}$ inch thick, between the top solid shim ring and the first HDPE ring below the shim.

Where asphalt pavement is constructed, HDPE rings shall be adjusted so the manhole casting rim is no more than 1/8 inch below pavement grade and conforming to the pavement slope.

Salvage the existing frames and covers. Contact the City of Fond du Lac City Engineer, Paul De Vries, (920) 322-3473, to coordinate an acceptable location to stockpile the frames and covers for the City of Fond du Lac pick up.

D Measurement

The department will measure Manholes Sanitary 4-FT Diameter as each individual manhole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.201	Manholes Sanitary 4-FT Diameter	EACH

Payment is full compensation for furnishing all materials, including manhole sections, flexible connectors, joint material, concrete, bedding stone, new frame and cover, adjusting ring materials, butyl rubber adhesive, and joint materials; for salvaging the existing frames and covers, and for furnishing all excavation, dewatering, sewage pumping, backfilling, and compaction.

51. Adjust Sanitary Sewer Manhole, Item SPV.0060.202.

A Description

Adjust Sanitary Manhole Covers shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

A vertical change less than one foot in the elevation of a cover is classified as an adjustment.

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Salvage and reinstall frames, castings, and lids.

Manhole adjusting rings, including adjustment for surface slope, shall be injection molded-recycled high-density polyethylene as manufactured by LADTECH, Inc., or approved equal. Furnish all ring materials, butyl rubber adhesive, labor and equipment to install the rings per manufacturer's recommendations. Concrete adjusting rings shall not be used.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

A vertical change less than 1 foot in the elevation of a cover is classified as an adjustment.

Adjustment rings shall be installed per manufacture's recommendations. The adjustment rings shall conform to pavement slope using wedge shapes $\frac{3}{4}$ to 1- $\frac{1}{2}$ inch, and other thickness adjustment rings as required. Wedge rings shall be installed at the top of the ring stack under a maximum $\frac{1}{4}$ inch thick solid adjustment shim ring.

A $\frac{3}{8}$ inch diameter, continuous bead of butyl rubber adhesive is required to be installed between each ring. A double ring of sealant is required between the concrete manhole and adjacent ring. A double ring of sealant is also required between the casting and adjacent rings unless concrete is to be vibrated between the casting and rings for concrete paving. For concrete paving, the ring adjustment shall include a double ring of adhesive, $\frac{1}{4}$ inch thick, between the top solid shim ring and the first HDPE ring below the shim.

Where asphalt pavement is constructed, HDPE rings shall be adjusted so the manhole casting rim is no more than $\frac{1}{8}$ inch below pavement grade and conforming to the pavement slope.

Remove and reinstall frames, castings, and lids.

D Measurement

The department will measure Adjust Sanitary Sewer Manhole 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. 0060.202	Adjust Sanitary Sewer Manhole	EACH

Payment is full compensation for providing all required materials including all necessary adjusting ring materials and butyl rubber adhesive; for removing, reinstalling and adjusting the frames, grates, and lids.

52. Reconstruct Sanitary Sewer Manhole, Item SPV.0060.203.

A Description

Reconstruct Sanitary Manhole shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Furnish new frames, covers, castings, and manhole cone sections. Sanitary sewer manhole frames and covers shall be manufactured from gray iron conforming to the requirements for Class 35B of ASTM A48.

Castings shall be true to pattern in form dimensions, free from pouring faults, sponginess, cracks, blowholes, and other defects in positions affecting strength and value for the service intended. Castings shall be boldly filleted at angles and the risers shall be sharp and perfect. Castings shall be sandblasted or otherwise effectively cleaned of scale and sand so as to present a smooth, clean and uniform surface. Sanitary sewer manhole frames and covers shall be Neenah Foundry R-1550 with type B lid. Covers shall be self-sealing, have concealed pick holes and have a continuous flat "T" seal gasket, which fits securely in a machined bearing surface. Non-rocking covers are not allowable.

Manhole adjusting rings, including adjustment for surface slope, shall be injection molded-recycled high-density polyethylene as manufactured by LADTECH, Inc., or approved equal. Furnish all ring materials, butyl rubber adhesive, labor and equipment to install the rings per manufacturer's recommendations. Concrete adjusting rings shall not be used for manhole adjustment.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Remove existing frames, covers, castings, chimney seals, and manhole cone sections with care to prevent damage.

A vertical change exceeding one foot in the elevation of a cover, or requiring removal of masonry beyond the shimming or grade adjustment device, is classified as a reconstruction.

Adjustment rings shall be installed per manufacture's recommendations. The adjustment rings shall conform to pavement slope using wedge shapes $\frac{3}{4}$ to 1- $\frac{1}{2}$ inch, and other thickness adjustment rings as required. Wedge rings shall be installed at the top of the ring stack under a maximum $\frac{1}{4}$ inch thick solid adjustment shim ring.

A $\frac{3}{8}$ inch diameter, continuous bead of butyl rubber adhesive is required to be installed between each ring. A double ring of sealant is required between the concrete manhole and adjacent ring. A double ring of sealant is also required between the casting and adjacent rings unless concrete is to be vibrated between the casting and rings for concrete paving. For concrete paving, the ring adjustment shall include a double ring of adhesive, $\frac{1}{4}$ inch thick, between the top solid shim ring and the first HDPE ring below the shim.

Where asphalt pavement is constructed, HDPE rings shall be adjusted so the manhole casting rim is no more than 1/8 inch below pavement grade and conforming to the pavement slope.

D Measurement

The department will measure Reconstruct Sanitary Sewer Manhole 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. 0060.203	Reconstruct Sanitary Sewer Manhole	EACH

Payment is full compensation for removal of existing manhole cone section, frames, covers, castings; for furnishing and installing additional precast concrete manhole sections and steps; for furnishing all excavation and backfill; for reinstalling manhole cone section, steps, for new frames, castings, and lids, adjustment rings and required adjusting ring installation material.

53. Connect to Existing 6” Water Main, Item SPV.0060.301; Connect to Existing 10” Water Main, Item SPV.0060.302; Connect to Existing 12” Water Main, Item SPV.0060.303.

A Description

Connection to existing water main shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

D Measurement

The department will measure Connect to Existing (size) Water Main as each individual connection, 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.0060.301	Connect to Existing 6" Water Main	EACH
SPV.0060.302	Connect to Existing 10" Water Main	EACH
SPV.0060.303	Connect to Existing 12" Water Main	EACH

Payment is full compensation for the connection of new water main to existing water main, live tapping of existing water main or plugging of existing water main including excavating and exposing existing water main, sheeting and shoring, for bedding, backfill and coordination with local water utility, for disinfection and swabbing.

54. Temporary 2" Blow Off, Item SPV.0060.304.**A Description**

This special provision is for setting up a temporary blow off for sections of water main without a hydrant normally used for flushing. Temporary blow off shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

MJ plug (tapped 2"), necessary 2" fittings, and a 2" pipe to use as a blow off for that section of main.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

After all testing is complete the plug and temporary blow off will be removed and connection made to the existing main or a permanent MJ plug without the 2 inch tap will be installed.

D Measurement

The department will measure Temporary 2" Blow Off as each individual blow off, 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.0060.304	Temporary 2" Blow Off	EACH

Payment is full compensation for furnishing and installing MJ plug, fittings, and pipe; for tapping and flushing; for removal of the temporary blow off; for connection to the main.

55. 6" Water Main Valve and Box, Item SPV.0060.305; 10" Water Main Valve and Box, Item SPV.0060.306; 12" Water Main Valve and Box, Item SPV.0060.307.

A Description

Water valves and boxes shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

D Measurement

The department will measure Water Main Valve and Box (size) as each individual valve and box, 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.0060.305	6" Water Main Valve and Box	EACH
SPV.0060.306	10" Water Main Valve and Box	EACH
SPV.0060.307	12" Water Main Valve and Box	EACH

Payment is full compensation for furnishing and installing all materials, including valves, boxes, harnesses and blocking; for excavation, sheeting and shoring, for bedding, forming foundation, installing valve and box, making connections, for backfilling, grading and cleaning up.

56. 12"x12" Cross, Item SPV.0060.308; 12"x6" Tee, Item SPV.0060.309; 12"x10" Tee, Item SPV.0060.310; 10"-90 Degree Bend, Item SPV.0060.311; 6"-45 Degree Bend, Item SPV.0060.312; 10"-45 Degree Bend, Item SPV.0060.313; 12"-45 Degree Bend, Item SPV.0060.314; 12"x6" Reducer, Item SPV.0060.315; 12" Plug, Item SPV.0060.316.

A Description

Water main fittings shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

D Measurement

The department will measure the water main fittings as each individual fitting, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.308	12"x12" Cross	EACH
SPV.0060.309	12"x6" Tee	EACH
SPV.0060.310	12"x10" Tee	EACH
SPV.0060.311	10"-90 Degree Bend	EACH
SPV.0060.312	6"-45 Degree Bend	EACH
SPV.0060.313	10"-45 Degree Bend	EACH
SPV.0060.314	12"-45 Degree Bend	EACH
SPV.0060.315	12"x 6" Reducer	EACH
SPV.0060.316	12" Plug	EACH

Payment is full compensation for furnishing and installing fittings and accessories, for excavating, sheeting and shoring, joint restraint, bedding and backfill material, compaction of backfill material.

57. 1 1/4" Water Service, Item SPV.0060.317.**A Description**

Water service corporation stops shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

The Fond du Lac Water Utility will supply a casting to be placed over each water service box that falls in a concrete walk or driveway. The contractor shall ensure each casting is in place before the concrete is poured. The water service box shall be adjusted to approximately three inches below finish grade for the casting to fit properly. After the contractor has determined finish grade, the Fond du Lac Water Utility will adjust the water service box to the correct grade with 24 hours' notice.

D Measurement

The department will measure 1 ¼" Water Service as each individual water service, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.317	1 ¼" Water Service	EACH

Payment is full compensation for furnishing and installing the saddle, corporation stop, curb stop, curb box, and connection fitting to the existing water service pipe.

58. Hydrant, Item SPV.0060.318.**A Description**

Furnish and install hydrant according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

D Measurement

The department will measure Hydrant as each individual hydrant, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.318	Hydrant	EACH

Payment is full compensation for furnishing and installing the hydrant, for excavating, sheeting and shoring, for bedding, thrust restraint, stone pocket, backfilling, grading.

59. Remove Existing Hydrant, Item SPV.0060.319.**A Description**

Remove hydrants according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B (Vacant)**C Construction**

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

Unless noted otherwise, hydrants can be abandoned in place by cutting barrel off at a point two feet below existing grade. Salvage the existing hydrants. Contact the City of Fond du Lac Water Department, Travis Kloetzke, (920) 322-3683, cell phone (920) 539-5743, to coordinate an acceptable location to stockpile the hydrants for the City of Fond du Lac pick up.

D Measurement

The department will measure Remove Existing Hydrant as each individual fire hydrant, acceptably removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.319	Remove Existing Hydrant	EACH

Payment is full compensation for the removal and salvaging of the existing hydrant, for excavating, and all backfilling and compaction of the excavation.

60. Abandon Water Main Structure, Item SPV.0060.320.

A Description

Abandon water main structures according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

All abandoned structures shall be removed to a depth of three feet below the proposed established grade or existing street grade, whichever is lower.

D Measurement

The department will measure Abandoning Water Main Structure as each individual structure, acceptably abandoned.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.320	Abandoning Water Main Structure	EACH

Payment is full compensation for furnishing and installing all materials, bulk-heading or sealing pipes, all excavations, fittings, concrete, backfilling, and compaction of excavation.

61. Adjust Water Valve Box, Item SPV.0060.321.

A Description

Adjust Water Valve Box shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B (Vacant)

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Adjust all water valve boxes within the project limits to finished grade.

Ensure all water valve boxes are adequately located and identified in blue paint and that all valves remain accessible for operation of the appurtenances by city forces at all times during construction. Notify Fond du Lac Water Utility of any damaged water valve boxes prior to starting construction. The contractor shall exercise caution in working adjacent to water valve box facilities in order to avoid damage to the facility. Water valve boxes damaged during construction shall be repaired or replaced.

D Measurement

The department will measure Adjust Water Valve Boxes 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. 0060.321	Adjust Water Valve Boxes	EACH

Payment is full compensation for furnishing all excavation, adjusting water valve box up or down to finished grade, granular backfill material, compaction, disposal or surplus materials, water valve box clean out.

62. Adjust Water Curb Box, Item SPV.0060.322.

A Description

Adjust Water Curb Box shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B (Vacant)

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Adjust all water curb boxes within the project limits to finished grade. Ensure the box is straight with the operating nut accessible.

Ensure all water curb boxes are adequately located and identified in blue paint and that all curb boxes remain accessible for operation of the appurtenances by city forces at all times during construction. Notify Fond du Lac Water Utility of any damaged water curb boxes prior to starting construction. The contractor shall exercise caution in working adjacent to

water curb box facilities in order to avoid damage to the facility. Water curb boxes damaged during construction shall be repaired or replaced.

D Measurement

The department will measure Adjust Water Curb Boxes 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. 0060.322	Adjust Water Curb Boxes	EACH

Payment is full compensation for furnishing all excavation, adjusting water curb box up or down to finished grade, granular backfill material, compaction, disposal or surplus materials, water curb box clean out.

- 63. Pavement Marking Arrows Grooved Epoxy Type 1, Item SPV.0060.401; Pavement Marking Arrows Grooved Epoxy Type 2R, Item SPV.0060.402; Pavement Marking Arrows Grooved Epoxy Type 2, Item SPV.0060.403; Pavement Marking Arrows Grooved Epoxy Type 3R, Item SPV.0060.404; Pavement Marking Arrows Grooved Epoxy Type 3, Item SPV.0060.405; Pavement Marking Words Grooved Epoxy, Item SPV.0060.406.**

A Description

This special provision describes providing grooved standard epoxy pavement marking.

Conform to standard spec 647 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 Arrows Grooved Epoxy (type) and Pavement Marking Words Grooved Epoxy bid items as each individual arrow or word, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.401	Pavement Marking Arrows Grooved Epoxy Type 1	EACH
SPV.0060.402	Pavement Marking Arrows Grooved Epoxy Type 2R	EACH
SPV.0060.403	Pavement Marking Arrows Grooved Epoxy Type 2	EACH
SPV.0060.404	Pavement Marking Arrows Grooved Epoxy Type 3R	EACH

SPV.0060.405	Pavement Marking Arrows Grooved Epoxy Type 3	EACH
SPV.0060.406	Pavement Marking Words Grooved Epoxy	EACH

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

64. Street Sweeping, Item SPV.0075.001.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.001	Street Sweeping	HRS

Payment is full compensation for street sweeping and disposal of collected material.

65. Low Maintenance Seed Mix, Item SPV.0085.001.

A Description

Furnish and sow Low Maintenance Seed Mix according to standard spec 630 and as hereinafter described at the locations shown in the plan.

B Materials

Furnish one of the following seed mixes: "No-Mow" seed mix as produced by Prairie Nursery, Westfield, Wisconsin; "Eco-Grass" as produced by Prairie Moon Nursery, Winona, MN; or an approved equal.

C Construction

Prepare the seed bed according to standard spec 630.3.2. Sow the seed mix according to standard spec 630.3.3. Sow seed at a rate that is according to the manufacturer's recommendations.

D Measurement

The department will measure Low Maintenance Seed Mix by the pound in place, 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.0085.001	Low Maintenance Seed Mix	LB

Payment is full compensation for performing the work as described in 630.5 of the standard specification.
(NER14-1103)

66. Railing Tubular Galvanized, Item SPV.0090.001.**A Description**

This special provision describes fabricating, galvanizing, coating and installing railing according to standard spec 506, 513 and 517; the plan details; as directed by the engineer; and as hereinafter provided.

B Materials

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a duplex coating system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

B.1 Coating System**B.1.1 Galvanizing**

Fabricated railings shall meet the requirements of ASTM A385. After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated, will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments shall not be permitted.

B.1.2 Duplex Coating System

After galvanizing, coat all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints with a duplex coating system as hereinafter provided. All galvanized surfaces to be coated shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants.

The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit shall not be permitted. Brush blast the surface to produce a matte silver appearance. Brush blasting shall not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminants from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified coating manufacturers and products given below. An equivalent system may be used with the written approval of the engineer.

Manufacturer	Products	Dry Film Minimum Thickness (Mils)	Min. Time¹ Between Coats (hours)
<u>Sherwin Williams</u> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 (847) 330-1562	Recoatable Epoxy Primer B67-5 Series / B67V5	2.0 to 4.0	6
	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA

<u>Carboline</u>	Rustbond	1	36
350 Hanley	Penetrating Sealer FC		
Industrial	Carboguard 60	4.0 to 6.0	10
St. Louis, MO	Carboguard 635	4.0 to 6.0	1
63144			
(314) 644-1000	Carbothane 133	4	NA
	LH(satin)		
<u>Wasser Corporation</u>			
4118 B Place NW	MC-Ferrox B 100	3.0 to 5.0	8
Suite B			
Auburn, WA 98001	MC-Luster 100	2.0 to 4.0	NA
(253) 850-2967			
<u>PPG Protective and</u>			
<u>Marine Coatings</u>	Amercoat 399	3.0 to 5.0	3
P.O. Box 192610			
Little Rock, AR	Amercoat 450H	2.0 to 4.0	NA
72219-2610			
(414) 339-5084			

¹ Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

B.2 Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

C Construction

C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing according to standard spec 517. If coating is damaged, contractor shall repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to

ASTM A780. If damage is excessive, the railing assembly shall be replaced at no additional cost to the owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

D Measurement

The department will measure Railing Tubular Galvanized 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.0090.001	Railing Tubular Galvanized	LF

Payment is full compensation for providing shop drawings, fabricating, galvanizing, coating, transporting, and installing the railing, including any touch-up and repairs.

- 67. 6" PVC SDR 35 Sanitary Sewer Laterals, Item SPV.0090.201; 8" PVC SDR 35 Sanitary Sewer Main, Item SPV.0090.202; 10" PVC SDR 35 Sanitary Sewer Main, Item SPV.0090.203; 12" PVC SDR 35 Sanitary Sewer Main, Item SPV.0090.204; 15" PVC SDR 35 Sanitary Sewer Main, Item SPV.0090.205.**

A Description

Sanitary sewer laterals and pipe shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Shall be PVC SDR 35 pipe conforming to ASTM designation D3034, and shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

All PVC pipe and fittings shall have elastomeric or rubber gaskets positively secured in place at the point of manufacture. The joints shall provide a continuous watertight conduit having an infiltration rate not exceeding 50 gallons per inch of diameter per mile per day. Factory-furnished sanitary sewer wyes shall have bell lengths equal to the length of the sanitary sewer main.

Granular backfill will be required on the entire project.

Provide couplings to connect new laterals to existing laterals which comply with ASTM C-1173 and have a rubber or elastomeric sleeve and stainless steel band assembly fabricated to match with outer diameter of pipes to be joined.

If the upstream lateral has a larger diameter than the downstream lateral to which it is to be joined, provide an eccentric pipe fitting if required to maintain a pipe invert continuously sloped in the downstream direction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

Excavate to expose existing sanitary lateral or main at the location of connection to determine exact diameter, location, and elevation of the existing pipe. Verify that each active lateral is reconnected. Dye test to determine which sanitary laterals are active. Provide for tracing the existing lateral with a Metrotech or equivalent.

Maintain flow by plugging upstream manhole and bypass pumping.

D Measurement

The department will measure (size) PVC SDR 35 Sanitary Sewer Laterals and (size) PVC SDR 35 Sanitary Sewer Main by the linear foot acceptably completed. Measurement will be from center to center of new or existing manholes or to end of sewer pipe not terminating in a manhole. New sewers which begin at an existing connection 6-inch or more outside an existing manhole wall will be measured from the connection.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.201	6" PVC SDR 35 Sanitary Sewer Laterals	LF
SPV.0090.202	8" PVC SDR 35 Sanitary Sewer Main	LF
SPV.0090.203	10" PVC SDR 35 Sanitary Sewer Main	LF
SPV.0090.204	12" PVC SDR 35 Sanitary Sewer Main	LF
SPV.0090.205	15" PVC SDR 35 Sanitary Sewer Main	LF

Payment is full compensation for furnishing all materials, including pipe, bedding, and backfill; connection of new sanitary lateral or main to existing sanitary lateral or main; for locating and verifying that the lateral is active; for bypass pumping; for furnishing all couplings, fittings, and miscellaneous materials required for the connections; for removal and associated sealing of any existing pipe or manholes located within excavation or trenching operations; for excavation, dewatering, backfilling, compaction, and testing.

68. 6” PVC DR18 Water Main, Item SPV.0090.301; 10” PVC DR18 Water Main, Item SPV.0090.302; 12” PVC DR18 Water Main, Item SPV.0090.303.

A Description

Water main shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Shall be PVC DR18 pipe according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

Granular backfill will be required on the entire project.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

Provide continuity testing of tracer wire prior to placement of base aggregate.

D Measurement

The department will measure (size) PVC DR18 Water Main by the linear foot, acceptably completed. Measurement will be through valves and fittings to centerline of connecting main, end of pipe, valve, or fitting.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.301	6” PVC DR18 Water Main	LF
SPV.0090.302	10” PVC DR18 Water Main	LF
SPV.0090.303	12” PVC DR18 Water Main	LF

Payment is full compensation for furnishing and installing the water main, joint restraint, tracer wire, granular bedding, backfill, excavation, sheeting, shoring, backfilling, compacting, hydrostatic testing, continuity testing, disinfection, and miscellaneous materials which may be necessary to perform the installation.

69. 1 ¼” Polyethylene Water Service Pipe, Item SPV.0090.304.

A Description

Water service pipe shall be according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Shall be polyethylene water service pipe according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

Crushed gravel or other approved granular backfill will be required on the entire project.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

D Measurement

The department will measure 1 ¼” Polyethylene Water Service Pipe by the horizontal linear foot, acceptably completed. Measurement will be from centerline of water main through fittings and valves to the connection to existing water service piping or to the curb stop of empty lots without water service.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.304	1 ¼ ” Polyethylene Water Service Pipe	LF

Payment is full compensation for furnishing and installing water service pipe including excavation, bedding and backfill, abandonment of existing service, tracer wire, notification of building occupants, compaction of backfill material.

70. Pavement Marking Grooved Epoxy 18-Inch, Item SPV.0090.401; Pavement Marking Crosswalk Grooved Epoxy 24-Inch, Item SPV.0090.402.

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
SPV.0090.401	Pavement Marking Grooved Epoxy 18-Inch	LF
SPV.0090.402	Pavement Marking Crosswalk Grooved Epoxy 24-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.

71. Concrete Pavement Joint Layout, Item SPV.0105.001.

A Description

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

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. 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 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.0105.001	Concrete Pavement Joint Layout	LS

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

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

72. Construction Staking Multi-Use Path and Sidewalk, Item SPV.0105.002.

A Description

Perform all survey required to layout and construct all work associated with the multi-use path and sidewalk included in this contract.

The department may choose to perform quality assurance survey during the project. This quality assurance survey does not relieve the contractor of the responsibility for all survey work required under this contract.

B (Vacant)

C Construction

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work associated with the multi-use path and sidewalk under this contract.

Set construction stakes or marks at 50-foot intervals, maximum. Set and maintain stakes as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of multi-use path and sidewalk, including points of change in alignment grade and at the radius points. Locate stakes to within 0.02 feet horizontally and establish elevations to within 0.01 feet vertically

D Measurement

The department will measure Construction Staking Multi-Use Path and Sidewalk as a single lump sum 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.0105.002	Construction Staking Multi-Use Path and Sidewalk	LS

Payment is full compensation for performing all survey work required to layout and construct all work associated with the multi-use path and sidewalk under this contract.

73. Furnish and Install Traffic Signal Cabinet and Controller, Item SPV.0105.101.

A Description

This specification describes furnishing and installing an equipped NEMA TS2 Type 1 traffic signal control cabinet at intersections. Cabinet components, including, but not limited to the traffic signal controller, malfunction management unit (MMU), bus interface units (BIU), and flash transfer relays, will also be furnished and installed as part of these bid items as appropriate.

The traffic signal cabinet shall include an EPAC3608M52 SEPAC ECOM traffic signal controller.

B Materials

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC).

Provide cabinets designed for TS2 Type 1 operation. Pre-wire cabinets for a minimum of sixteen phases as specified herein.

Furnish and install at no extra cost any equipment, software, and materials not specifically described but required in order to perform the intended functions in the cabinet.

C Construction

C.1 Cabinet

C.1.1 Design

Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size 44 inches wide, minimum 24 inches deep, and minimum 52 inches to maximum 60 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others as listed in the Description section of this specification.

The cabinet shall comply with the environmental and operating standards outlined in the NEMA TS2 Standard. The cabinet shall provide reasonable vandalism protection. The cabinet shall have a NEMA 3R rating.

Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Prime all inside and outside surfaces of the cabinet inside with phosphate treatment and primer. After priming, give all exterior surfaces a minimum of two coats of rust resistant powder coated black finish; interior surfaces shall be furnished with rust resistant high gloss white enamel. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

On the top of the cabinet, incorporate a 1-inch slope toward the rear to prevent rain accumulation. Incorporate a rain channel into the design of the main door opening to prevent liquids from entering the enclosure.

Include an exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

Equip the lower section of the cabinet door with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for Type 3R ventilated enclosures. Secure a washable, fiberglass, removable air filter to the air entrance. The filter shall fit snugly against the cabinet door wall. Attach an aluminum, easily removable, gasketed cover over the air filter and louver.

C.1.2 Doors

The cabinet door opening shall be a minimum of 80 percent of the front surface of the cabinet. The main door and police door-in-door shall each close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.188 inches thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.188 inches thick by 0.500 inches wide. Permanently bond the gaskets to the cabinet.

Equip the main door with a three-point latching mechanism. The upper and lower locking points of the latching mechanism shall each have a pair of nylon rollers. The handle on the main door shall utilize a shank of stainless steel 3/4 inches minimum diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle may turn either clockwise or counterclockwise to open, and shall not extend outwards past the edge of the door at any time. Position the lock assembly so the key will not cause any interference with the handle, or a person's hand on the handle, when opening the cabinet door.

Include on the main door a solid stainless steel rod stop and catch mechanism capable of rigidly holding the door open at approximately 90, 120, and 180 degrees under windy conditions. The operator must be able to engage and disengage the catch with a shoed or booted foot.

The main door hinge shall be a one-piece, continuous piano hinge with a minimum 0.25 inch stainless steel pin running the entire length of the right side of the door (right-handed). Attach the hinge in such a manner that no rivets or bolts are exposed.

Equip the main door with a brass Corbin tumbler lock No. 2, swing away dust cap, and provide two keys No. 2. Equip the police door-in-door with a standard police lock and provide one key.

C.1.3 Shelves and Mountings

Mount a minimum of three vertical "C" channels, compatible with Unistrut channel nuts, on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. Install three vertical "C" channels or three slotted rails on the interior back wall of the cabinet. All mounting channels and rails shall extend to within 7 inches of the top and bottom of the cabinets and shall be of sufficient strength to rigidly hold specified shelves and equipment.

Provide two full-width, 11-inch deep, fully adjustable, aluminum shelves to support the controller and other equipment. Mount the lower shelf at a height above the bottom of the cabinet such that the shelf and attached drawer does not interfere with the ability to tilt the terminal facility forward on its hinges for maintenance purposes. Mount the top shelf at least 13 inches above the surface of the lower shelf.

Locate the controller and MMU on the top shelf. Locate the loop detector racks and other auxiliary equipment on the lower shelf. The power supply may be mounted on either shelf.

Provide an under-shelf drawer under the lower shelf. The drawer shall be approximately 20 inches wide and the full depth of the shelf. The drawer shall operate easily and smoothly, and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools.

C.1.4 Auxiliary Cabinet Equipment

Ventilate the cabinet by means of a 120 VAC, 60HZ, tube axial compact type fan located in the top of the cabinet plenum. The fan's free delivery airflow shall be equal to or greater than 100 cubic feet per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a seven year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees F. The fan shall run until the cabinet temperature decreases below the turn-on temperature setting by approximately 30 degrees F. The fan shall be fused.

Mount an incandescent lamp and socket in the cabinet to sufficiently illuminate the field terminals. Wire the lamp to a 15-amp ON/OFF toggle switch mounted as specified in the Cabinet Switches section of this specification.

Provide a 250 watt element heater. Install the heater on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater. Provide a cord and twist-off plug to an electrical receptacle on the cabinet door. Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater's protective cover from exceeding 170 degrees F.

C.2 Terminals and Facilities

C.2.1 Terminal Facility

The terminal facility panel constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and formed so as to eliminate any flexing when plug-in components are installed.

Mount the bottom of the terminal facility a minimum of nine inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the

shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

Fully wire the terminal facility with sixteen load switch sockets: 8 phases of vehicular, four phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility BIU rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in two horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least three inches from the terminal facility.

Label all terminals, load switches, and flash transfer relay sockets. Label reference designators by silk-screening on the front and rear of the terminal facility to match drawing designations.

Provide rack mounted BIU's. Provide a dual-row, 64-pin female DIN 41612 Type B connector for each BIU rack position. Provide card guides for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the terminal facility.

Provide two each 16-channel, 8-position, TS2 detector racks, each with an integrally mounted BIU mounting. Racks shall be addressable. Power each detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the lower shelf.

For BIU rack connectors, provide pre-wired address pins or jumper plugs corresponding to the requirements of the NEMA TS2 Standard. The address pins or jumper plugs shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

For the terminal facility, contain all field wires within one or two rows of horizontally-mounted Marathon heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire. Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45 degree angle.

Identify all field input/output (I/O) terminals by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 Standard.

All field flash sequence programming at the field terminals shall be able to be accomplished with the use of only a screwdriver.

Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red).

Wire one RC network in parallel with each flash transfer relay coil.

Permanently label all logic-level, NEMA-controller and MMU input and output terminations on the terminal facility. Identity the function of each terminal position on the cabinet drawings.

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum. Functions to be terminated shall be as specified in the listing of Input/ Output Terminals in Section 5 of the NEMA TS2 Standard.

Conform all terminal facility and cabinet wiring to the WSEC. The green/ walk, yellow, and red/ don't walk load switch outputs shall be minimum 16 gauge wire. The MMU (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent in all cabinets furnished in one order.

C.3 Auxiliary Panels

C.3.1 Vehicle Detection Interface Panel

Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the interface panel to a detector rack. The twisted pair wires shall be color-coded wires. Provide a cable of sufficient length to allow the detector rack to be placed on either shelf.

Identify all termination points by a unique number silk screened on the panel.

C.3.2 Intersection Lighting Control Panel

Provide an intersection lighting control panel as described. The intersection lighting control panel shall consist of an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or equal), and a heavy duty six position terminal block (Marathon DJ1606 or equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:

- Control coil
- L1 in
- L2 in
- Neutral in and control coil
- L1 out
- L2 out

Protect each output by a MOV (V150LA20A) wired between the output and neutral. Include a photo control (Intermatic #K4021C or equal). Mount the photo control just above the cabinet door and approximately 12 inches from the right side of the cabinet. Wire the photo control to a 3 position terminal switch using 16AWG wire color coded to match the photo control wiring connected to the intersection lighting control panel.

C.3.3 Conductors and Cabling

All conductors in the cabinet shall be copper 22 AWG or larger. All 14 AWG and smaller wire shall conform to MIL-W-16878/1, Type B, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation without clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall be UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation, and clear nylon jacketed.

Provide controller and MMU cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.

Provide the cabinet configuration with enough SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

Pre-wire the terminal facility for a Type 16 MMU.

All wiring shall be neat in appearance. Stow excess cable behind the terminal facility or below the shelves in order to allow easy access to the terminal facility and cabinet components. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

Wire the grounding system in the cabinet into three separate circuits: AC Neutral, Earth Ground, and Logic Ground.

Optoisolate all pedestrian pushbutton inputs from the field to the controller through the BIU and operate at 12 VAC.

Hook or loop all wire, size 16 AWG or smaller, at solder joints around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

C.3.4 Cabinet Switches

Locate the following switches on a maintenance panel on the inside of the cabinet door:

- a. Controller On/Off
- b. Cabinet Light
- c. Stop Time (Three Position)
- d. Manual Detector Switches (Three Position)

<u>Position</u>	<u>Switch Label</u>	<u>Function</u>
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove the stop time input to the controller
Lower	Normal	Connects the MMU to the controller stop time input

Provide manual detector switches. Provide a minimum of 16 vehicle detector switches, and four pedestrian detector switches. The switches shall be spring loaded and automatically return to the center position. Wire the vehicle detector switches to detector BIU slot 1. Wire the pedestrian switches to the T&F BIU slot 1. The switches shall operate as follows:

<u>Position</u>	<u>Function</u>
Up	Detector Disabled
Center	Detector Enabled
Down	Detector Called

C.4 Power Panel

C.4.1 Design

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

Provide a light, tough, transparent, weather-resistant, non-yellowing, thermoplastic cover, rigidly mounted over the full power panel, with access holes for circuit breakers and other equipment, and open on the sides for ventilation.

C.4.2 Bus Bar

Provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

C.4.3 Circuit Breakers

House in the power panel the following vertically mounted, single pole, 120 volts AC, 60 Hertz, circuit breakers, with the ON position being up:

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.
- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

Power the cabinet light through the GFI fuse, not a circuit breaker.

C.4.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies, and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other, and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL and Radio Manufacturer's Association.

C.4.5 Bus Relay

Provide a normally-open, 60 amp, solid state relay.

C.4.6 Surge Protector

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor. Provide one additional uninstalled surge protector for every 20 cabinets delivered.

C.4.7 Power receptacles

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience duplex outlet at each of these two locations:

- On the interior right side wall above the power panel. The outlet shall be fully operational and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. This outlet is to be wired by field installation personnel.

C.4.8 Suppressors and RC Network

Provide a suppressor for each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point. Wire one RC network in parallel with each inductive device.

C.5 Auxiliary Devices

C.5.1 Load Switches

Provide solid state load switches conforming to the requirements of Section 6.2 of the NEMA TS2 Standard.

Supply all 16 load switches with each cabinet.

C.5.2 Flashers

Provide a solid state flasher conforming to the requirements of section 6.3 of the NEMA TS2 Standard.

C.5.3 Cabinet Power Supply

Supply one cabinet power supply with each cabinet, meeting the requirements of Section 5.3.5 of the NEMA TS2 Standard. Provide LED indicators for the 12 VDC, 12 VAC, and 24 VDC outputs. Provide jack plugs on the front panel for access to the +24 VDC for test purposes.

C.6 Documentation

C.6.1 Shop Drawings

For each cabinet order, submit two sets of 11X17-inch detailed printed shop/drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet to WisDOT and the City of Fond du Lac for review and approval, a minimum of 60 days before the designated cabinet delivery date. Provide one laminated copy in the traffic signal cabinet. Also provide all drawings as .dgn or .dwg files as well as in .pdf file format. Revise the files and drawings according to WisDOT or City of Fond du Lac comments and resubmit, both printed and .dgn/.dwg files. If cabinet designs change within an order with the permission of the City of Fond du Lac, resubmit all drawings and files for review, comment, and approval.

C.6.2 Manuals

At the time of the cabinet delivery, furnish the following:

- One set of installation, operations, and maintenance manuals per cabinet for each type of equipment and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists.
- Two sets of cabinet wiring diagrams per cabinet.

C.7 Cabinet Delivery

Deliver the fully wired and equipped cabinets the project site and securely store the materials if not immediately installing the equipment. Contact the construction leader a minimum of one 24-hour business day ahead of the desired delivery date to confirm the site is ready for installation.

C.8 Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description.

Turn over to the City of Fond du Lac warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Fond du Lac as the obligee on all manufacturers' warranties and guarantees.

D Measurement

The department will measure Furnish and Install Traffic Signal Cabinet as a lump sum complete unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.101	Furnish and Install Traffic Signal Cabinet and Controller	LS

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, battery backup system, software installation, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

74. Furnish and Install EVP System, Item SPV.0105.102.

A Description

This special provision describes furnishing and installing an Emergency Vehicle Preemption (EVP) System at the location shown in the plans and as provided hereafter.

B Materials

Furnish an EVP System including a 3M Opticom Discriminator Model 464, 3M Opticom Model 711 detectors, 3M Opticom Model 760 card rack, and 3M Opticom Model 138 detector cable. Furnish any and all incidental items necessary for installation not included with the above items.

C Construction

Mount the detectors on the monotube arms and signal poles as shown on the plans.

In the event, at installation, a noticeable obstruction is present in line with the detector, advise the engineer before installation.

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

Install the cable from the traffic signal control cabinet to the EVP receivers. Include a six foot loop of cable in the pull box nearest the mounting pole. There shall be no detector cable splices between the EVP receiver and the controller terminations.
Mark each lead appropriately as to which roadway approach it is associated.

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

D Measurement

The department will measure Furnish and Install EVP System as a single lump sum unit of work, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.102	Furnish and Install EVP System	LS

Payment is full compensation for furnishing and installing the EVP system, including detectors, cabling, in-cabinet equipment, and mounting brackets; testing and setting up the system including any required coordination with the City of Fond du Lac.

75. Traffic Signal Systems Integrator (4986-00-22), Item SPV.0105.103.

A Description

This special provision describes personnel qualifications, contract roles, construction methods, testing and documentation requirements used to perform traffic signal work.

B Materials

Materials shall be according to standard spec 651.2 and as hereinafter provided:

Facilitate all contractor and department-furnished item approvals and orders for scheduling of installation activities.

C Construction

Construction shall be according to standard spec 670.3 with the exception of the term “ITS” being replaced by “Traffic Signal”, and as hereinafter provided:

Delete the requirement for the Integrator to be selected from the department’s approved field system integrator list. The Traffic Signal Systems Integrator may be on the list but shall also demonstrate qualifications necessary to provide management, assistance and expertise in the areas listed under standard spec 670.3.2.1. The Integrator shall also have experience with assembling components of traffic signal systems to include the following:

- Standard equipment for standard traffic signals
- Emergency vehicle preemption equipment and installation
- Street lighting controls
- Signal timing

Provide an ongoing role as integrator beginning with the compilation, review and approval of material submittals, through installation, testing, trouble-shooting, final acceptance of the working traffic signal system and all components, and providing as-builts. Ensure all equipment is delivered and properly installed within the specified timeframes enforced under this contract.

D Measurement

The department will measure Traffic Signal Systems Integrator (4986-00-22) as a single lump sum unit for all services, 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.0105.103	Traffic Signal Systems Integrator (4986-00-22)	LS

Payment is full compensation for providing specified expertise, assistance, assembly, signal controller programming, and documentation. The department will pay separately for other traffic signal work under the various bid items in the contract.

76. Salvage Traffic Signal (CTH VV & S Military Rd.), Item SPV.0105.104.

A Description

This special provision describes salvaging an existing traffic signal according to the pertinent provisions of standard spec 204 and as hereinafter provided. Work under this item also includes transporting the existing equipment, including removal of existing electrical service as well as required utility coordination, as directed in this special provision. Items included under this bid item include transformer/pedestal bases, poles, standards, signal heads, backplates and signal mounting hardware. Removal of concrete bases and pull boxes at the above listed intersection shall be paid for separately.

B (Vacant)

C Construction

Arrange for an inspection of all traffic signal equipment by representatives from the City of Fond du Lac Department of Public Works by contacting Paul DeVries, Director of Public Works, telephone (920) 322-3473, and the engineer no later than five business days prior to removal. This inspection is intended to provide an inventory and assessment of the original condition of the equipment and to determine what equipment the City of Fond du Lac would like to retain.

Arrange for the de-energizing of the traffic signals and removal of existing electrical service with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

At the direction of the City of Fond du Lac Department of Public Works, and the engineer, carefully disconnect, disassemble, remove and stockpile all traffic signal equipment. Dispose of any traffic signal equipment that City of Fond du Lac does not want to retain. Replace any traffic signal equipment to be retained that is damaged in the removal process with equipment that is of equal quality to that of the damaged piece. Remove from the right-of-way and dispose of any damaged equipment. Remove and dispose of all other equipment from the right-of-way. Contact Paul DeVries, City of Fond du Lac Director of Public Works at (920) 322-3473 to coordinate an acceptable location to stockpile traffic signal equipment to be retained for the City of Fond du Lac to pick up.

D Measurement

The department will measure Salvage Traffic Signal (CTH VV & S Military Rd) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.104	Salvage Traffic Signal (CTH VV & S Military Rd)	LS

Payment is full compensation for removing and disassembling traffic signals, scrapping of some materials, disposing of scrap material, and for delivering the requested materials to the city.

77. Abandoning Sanitary Sewer and Manholes, Item SPV.0105.201.

A Description

This special provision is for abandoning existing pipes and structures at locations outside excavation or trenching operations as shown on the plans. Abandon sanitary sewer and manholes according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Sewer Construction.

All abandoned manholes shall be removed to a depth of three feet below the proposed established grade or existing street grade, whichever is lower.

D Measurement

The department will measure Abandoning Sanitary Sewer and Manholes as a single lump sum unit of work for the abandonment, 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.0105.201	Abandoning Sanitary Sewer and Manholes	LS

Payment is full compensation for abandonment of sanitary sewer and manholes not specifically covered under other items of work and shall include all materials, bulk-heading or sealing pipes, excavations, fittings, concrete, backfilling, and compaction of excavation.

78. Abandoning Water Main and Appurtenances, Item SPV.0105.301.**A Description**

Abandon water main and appurtenances according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

D Measurement

The department will measure Abandoning Water Main and Appurtenances as a single lump sum unit of work for the abandonment, 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.0105.301	Abandoning Water Main and Appurtenances	LS

Payment is full compensation for abandonment of water main and appurtenances not specifically covered under other items of work and shall include all excavations, fittings, concrete, backfilling, and compaction of excavation.

79. Water for Seeded Areas, Item SPV.0120.001.

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.0120.001	Water for Seeded Areas	MGAL

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

80. Wall Modular Block Gravity LRFD, Item SPV.0165.001.

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.

Insure 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. 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 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, 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)

81. Insulation Board 2-Inch, Item SPV.0165.301.**A Description**

Furnish and install insulation board according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction. A copy of the City Specifications can be found at the following website:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

B Materials

Provide materials according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

C Construction

Perform all construction according to the plans and specifications, and the City of Fond du Lac Detailed Specifications for Water Main Construction.

D Measurement

The department will measure Insulation Board 2-Inch, acceptably completed in area by the square foot.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.301	Insulation Board 2-Inch	SF

Payment is full compensation for furnishing and installing insulation board as described above.

82. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.001.**A Description**

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or placing sod.

B (Vacant)**C Construction**

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than three inches in diameter are not present within 1 foot of the finished surface of the topsoil.

Remove or break down all clods and lumps in the topsoil by using harrows or discs, screening, or other appropriate methods to provide a uniformly textured soil, in which 100 percent of the topsoil passes a one-inch sieve and at least 90 percent passes a No. 10 sieve.

Remove rocks, twigs, clods, and other foreign material that will not break down, and dress the entire surface to present a uniform appearance.

Shape the topsoil so that the horizontal or sloped surface between any two points ten feet apart does not vary by more than one inch. Roll with a turf type roller to a uniform minimum compacted depth of 6 inches.

D Measurement

The department will measure Preparing Topsoil for Lawn Type Turf, acceptably completed in area by the square yard.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Preparing Topsoil for Lawn Type Turf	SY

Payment is full compensation for preparing the subgrade and topsoil bed for sod or seed as described above.

**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 4 (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 2 (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 [DBE] PROGRAM IMPLEMENTATION

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
 - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. 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.
 - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from 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.
 - (3) For more comprehensive 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

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **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.
- e. **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.
- f. **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. 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. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. 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. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

b. Documentation Submittal

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]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE_Alert@dot.wi.gov or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **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 calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

(2) **Bidder Does Not Meet DBE Goal**

- i. 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 Efforts 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 efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
 - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
 - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] 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.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly 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 practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts 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 efforts 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.

- a. 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.

b. Prime Contractors should:

- (1) 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.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) 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.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. 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, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. 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.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. 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) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

c. Evaluate DBE quotes Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.

- (1) 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 by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE 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.

- (3) **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.
- i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - ii. 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.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
 - (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. A printed copy of SBN solicitation is acceptable.
 - (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.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
 - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. 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 denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- 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 5 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.

8. Department's Criteria for DBE Participation

Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:
<http://wisconsin.gov/Documents/doing-business/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. 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 whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
 - (1) 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.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

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.

a. Manufacturers

- (1) A manufacturer is 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 and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
- (2) Brokerage fees have historically been calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
- (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice.

WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

14. 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 for DBE credit.

15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

16. DBE Replacement or Termination

Contractual Requirement

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Contractor Considerations

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
 - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
 - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
 - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
 - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
 - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. **EXCEPTION:** The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
 - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

1. Contract ID number.
2. Wisconsin DOT Contract Project Manager name and contact information.
3. DBE name and work type and/or NAICS code.
4. Contract's progress schedule.
5. Reason(s) for requesting that the DBE be replaced or terminated.
6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Evaluation and Response to the Request

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at DBE_Alert@dot.wi.gov or by calling 608-267-3849.

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.

If the scope change added work for a participating DBE; list the date and reason for the scope change.

- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. 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.

19. 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 alternatives 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 someone contact me at this number

Prime Contractor 's Contact Person

DBE Contractor Contact Person

Phone: _____

Fax: _____

Email: _____

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 alternatives 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

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

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs.
- Ø Participate on advisory and mega-project committees.
- Ø Sign up to receive the DBE Contracting Update.
- Ø Consider membership in relevant industry or contractor organizations.
- Ø 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 a 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"

517.3.1.7.3 Epoxy System Intermediate and Protective Coats

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

- (1) Mask the faying surfaces of bolted field splices and the top of the top flanges where welding the stud shear connectors during coat application. On all other areas including the outside surfaces of splice plates, ensure that the dry film thickness conforms to the following:
 1. For the white intermediate coat, 3.5 mils to 8 mils.
 2. For the protective coat, sufficient thickness to provide a uniform color and appearance but not less than 3 mil or more than 6 mils.

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
FOND DU LAC 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	33.93	20.42	54.35
Fence Erector	35.62	0.00	35.62
Ironworker	30.77	23.72	54.49
Line Constructor (Electrical)	40.81	17.73	58.54
Painter	29.87	18.79	48.66
Pavement Marking Operator	30.27	19.20	49.47
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	25.63	11.63	37.26
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
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.93	48.58
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	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	19.00	0.00	19.00
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	27.30	15.65	42.95
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 when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	20.00	0.37	20.37
Railroad Track Laborer	17.00	4.79	21.79

<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; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	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.	29.02	0.00	29.02

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: November 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$30.67	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	31.59	16.39
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)(iii)). 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; Modification #14 dated November 11, 2016

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: November 11, 2016

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$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: November 11, 2016

LABORERS CLASSIFICATION:		Rates	Benefits		
Electricians				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.
Area 1	\$30.68	17.28		
Area 2:				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
Electricians.....		32.00	19.28		
Area 3:				Area 6 -	KENOSHA COUNTY
Electrical contracts under \$130,000		28.96	18.26	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Electrical contracts over \$130,000		31.16	18.34	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 4:		30.50	29.50% + 9.57	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 5		28.96	24.85% + 9.70	Area 11 -	DOUGLAS COUNTY
Area 6		37.02	29%+9.77	Area 12 -	RACINE (except Burlington township) COUNTY
Area 8				Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Electricians.....		32.45	26.10% + 10.56	Area 14 -	Statewide.
Area 9:				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.
Electricians.....		36.50	20.39		
Area 10		29.64	20.54		
Area 11		34.92	25.05		
Area 12		36.07	21.84		
Area 13		36.01	24.00		
Teledata System Installer					
Area 14					
Installer/Technician		24.35	13.15		
Sound & Communications					
Area 15					
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 20

Proposal ID: 20170110008

Project(s): 4986-00-22

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	201.0205 Grubbing	16.000 STA	_____.	_____.
0020	201.0220 Grubbing	14.000 ID	_____.	_____.
0030	203.0100 Removing Small Pipe Culverts	9.000 EACH	_____.	_____.
0040	204.0100 Removing Pavement	8,850.000 SY	_____.	_____.
0050	204.0150 Removing Curb & Gutter	1,700.000 LF	_____.	_____.
0060	204.0155 Removing Concrete Sidewalk	170.000 SY	_____.	_____.
0070	204.0190 Removing Surface Drains	1.000 EACH	_____.	_____.
0080	204.0195 Removing Concrete Bases	16.000 EACH	_____.	_____.
0090	204.0210 Removing Manholes	16.000 EACH	_____.	_____.
0100	204.0220 Removing Inlets	28.000 EACH	_____.	_____.
0110	204.0245 Removing Storm Sewer (size) 01. 6-Inch	35.000 LF	_____.	_____.
0120	204.0245 Removing Storm Sewer (size) 02. 8-Inch	190.000 LF	_____.	_____.
0130	204.0245 Removing Storm Sewer (size) 03. 12-Inch	350.000 LF	_____.	_____.
0140	204.0245 Removing Storm Sewer (size) 04. 15-Inch	880.000 LF	_____.	_____.
0150	204.0245 Removing Storm Sewer (size) 05. 18-Inch	840.000 LF	_____.	_____.
0160	204.0245 Removing Storm Sewer (size) 06. 24-Inch	290.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170110008

Project(s): 4986-00-22

SECTION: 0001

Contract 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) 07. 27-Inch	20.000 LF	_____.	_____.
0180	204.0245 Removing Storm Sewer (size) 08. 30-Inch	1,500.000 LF	_____.	_____.
0190	204.0245 Removing Storm Sewer (size) 09. 36-Inch	20.000 LF	_____.	_____.
0200	204.0245 Removing Storm Sewer (size) 10. 42-Inch	1,550.000 LF	_____.	_____.
0210	204.0245 Removing Storm Sewer (size) 11. 28X42-Inch	90.000 LF	_____.	_____.
0220	204.9060.S Removing (item description) 01. Steel Posts	2.000 EACH	_____.	_____.
0230	205.0100 Excavation Common	52,500.000 CY	_____.	_____.
0240	213.0100 Finishing Roadway (project) 01. 4986-00-22	1.000 EACH	_____.	_____.
0250	305.0110 Base Aggregate Dense 3/4-Inch	1,850.000 TON	_____.	_____.
0260	305.0120 Base Aggregate Dense 1 1/4-Inch	24,200.000 TON	_____.	_____.
0270	311.0110 Breaker Run	39,200.000 TON	_____.	_____.
0280	405.0200 Coloring Concrete Custom	215.000 CY	_____.	_____.
0290	405.1000 Stamping Colored Concrete	150.000 CY	_____.	_____.
0300	415.0085 Concrete Pavement 8 1/2-Inch	35,300.000 SY	_____.	_____.
0310	415.0210 Concrete Pavement Gaps	18.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 20

Proposal ID: 20170110008

Project(s): 4986-00-22

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	416.0160 Concrete Driveway 6-Inch	135.000 SY	_____.	_____.
0330	416.0180 Concrete Driveway 8-Inch	1,060.000 SY	_____.	_____.
0340	416.0512 Concrete Truck Apron 12-Inch	645.000 SY	_____.	_____.
0350	416.0610 Drilled Tie Bars	310.000 EACH	_____.	_____.
0360	416.0620 Drilled Dowel Bars	127.000 EACH	_____.	_____.
0370	455.0605 Tack Coat	395.000 GAL	_____.	_____.
0380	465.0105 Asphaltic Surface	1,660.000 TON	_____.	_____.
0390	465.0120 Asphaltic Surface Driveways and Field Entrances	420.000 TON	_____.	_____.
0400	465.0125 Asphaltic Surface Temporary	195.000 TON	_____.	_____.
0410	520.8000 Concrete Collars for Pipe	14.000 EACH	_____.	_____.
0420	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	2.000 EACH	_____.	_____.
0430	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	_____.	_____.
0440	523.0529 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	2.000 EACH	_____.	_____.
0450	601.0405 Concrete Curb & Gutter 18-Inch Type A	4,790.000 LF	_____.	_____.
0460	601.0409 Concrete Curb & Gutter 30-Inch Type A	6,880.000 LF	_____.	_____.
0470	601.0411 Concrete Curb & Gutter 30-Inch Type D	735.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170110008

Project(s): 4986-00-22

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0480	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	6,500.000 LF	_____.	_____.
0490	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	365.000 LF	_____.	_____.
0500	601.0600 Concrete Curb Pedestrian	250.000 LF	_____.	_____.
0510	602.0405 Concrete Sidewalk 4-Inch	46,300.000 SF	_____.	_____.
0520	602.0415 Concrete Sidewalk 6-Inch	2,500.000 SF	_____.	_____.
0530	602.0515 Curb Ramp Detectable Warning Field Natural Patina	780.000 SF	_____.	_____.
0540	606.0200 Riprap Medium	190.000 CY	_____.	_____.
0550	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,400.000 LF	_____.	_____.
0560	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	578.000 LF	_____.	_____.
0570	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	10.000 LF	_____.	_____.
0580	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	422.000 LF	_____.	_____.
0590	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	430.000 LF	_____.	_____.
0600	608.0354 Storm Sewer Pipe Reinforced Concrete Class III 54-Inch	1,177.000 LF	_____.	_____.
0610	608.0360 Storm Sewer Pipe Reinforced Concrete Class III 60-Inch	278.000 LF	_____.	_____.



Proposal Schedule of Items

Page 5 of 20

Proposal ID: 20170110008

Project(s): 4986-00-22

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0620	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	252.000 LF	_____.	_____.
0630	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	1,851.000 LF	_____.	_____.
0640	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	657.000 LF	_____.	_____.
0650	608.0524 Storm Sewer Pipe Reinforced Concrete Class V 24-Inch	63.000 LF	_____.	_____.
0660	608.0530 Storm Sewer Pipe Reinforced Concrete Class V 30-Inch	712.000 LF	_____.	_____.
0670	608.6006 Storm Sewer Pipe Composite 6-Inch	19.000 LF	_____.	_____.
0680	608.6012 Storm Sewer Pipe Composite 12-Inch	13.000 LF	_____.	_____.
0690	610.0429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	140.000 LF	_____.	_____.
0700	610.0434 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 34x53-Inch	310.000 LF	_____.	_____.
0710	611.0530 Manhole Covers Type J	42.000 EACH	_____.	_____.
0720	611.0612 Inlet Covers Type C	8.000 EACH	_____.	_____.
0730	611.0624 Inlet Covers Type H	26.000 EACH	_____.	_____.
0740	611.0639 Inlet Covers Type H-S	38.000 EACH	_____.	_____.
0750	611.0642 Inlet Covers Type MS	9.000 EACH	_____.	_____.
0760	611.0652 Inlet Covers Type T	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 6 of 20

Proposal ID: 20170110008

Project(s): 4986-00-22

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0770	611.0666 Inlet Covers Type Z	14.000 EACH	_____.	_____.
0780	611.1230 Catch Basins 2x3-FT	15.000 EACH	_____.	_____.
0790	611.2004 Manholes 4-FT Diameter	7.000 EACH	_____.	_____.
0800	611.2005 Manholes 5-FT Diameter	3.000 EACH	_____.	_____.
0810	611.2006 Manholes 6-FT Diameter	19.000 EACH	_____.	_____.
0820	611.2008 Manholes 8-FT Diameter	15.000 EACH	_____.	_____.
0830	611.2504 Manholes Variable Tee 4-FT Diameter	1.000 EACH	_____.	_____.
0840	611.3003 Inlets 3-FT Diameter	19.000 EACH	_____.	_____.
0850	611.3225 Inlets 2x2.5-FT	3.000 EACH	_____.	_____.
0860	611.3230 Inlets 2x3-FT	51.000 EACH	_____.	_____.
0870	611.3901 Inlets Median 1 Grate	3.000 EACH	_____.	_____.
0880	611.3902 Inlets Median 2 Grate	3.000 EACH	_____.	_____.
0890	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0900	611.8115 Adjusting Inlet Covers	3.000 EACH	_____.	_____.
0910	611.9710 Salvaged Inlet Covers	2.000 EACH	_____.	_____.
0920	611.9800.S Pipe Grates	4.000 EACH	_____.	_____.
0930	612.0406 Pipe Underdrain Wrapped 6-Inch	900.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0940	619.1000 Mobilization	1.000 EACH	_____.	_____.
0950	620.0100 Concrete Corrugated Median	1,150.000 SF	_____.	_____.
0960	620.0300 Concrete Median Sloped Nose	1,020.000 SF	_____.	_____.
0970	623.0200 Dust Control Surface Treatment	38,800.000 SY	_____.	_____.
0980	624.0100 Water	910.000 MGAL	_____.	_____.
0990	625.0100 Topsoil	36,400.000 SY	_____.	_____.
1000	628.1504 Silt Fence	5,210.000 LF	_____.	_____.
1010	628.1520 Silt Fence Maintenance	5,210.000 LF	_____.	_____.
1020	628.1905 Mobilizations Erosion Control	15.000 EACH	_____.	_____.
1030	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	_____.	_____.
1040	628.2006 Erosion Mat Urban Class I Type A	35,350.000 SY	_____.	_____.
1050	628.2008 Erosion Mat Urban Class I Type B	1,050.000 SY	_____.	_____.
1060	628.7005 Inlet Protection Type A	35.000 EACH	_____.	_____.
1070	628.7010 Inlet Protection Type B	15.000 EACH	_____.	_____.
1080	628.7015 Inlet Protection Type C	80.000 EACH	_____.	_____.
1090	628.7020 Inlet Protection Type D	60.000 EACH	_____.	_____.
1100	628.7504 Temporary Ditch Checks	60.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1110	628.7555 Culvert Pipe Checks	51.000 EACH	_____.	_____.
1120	628.7560 Tracking Pads	8.000 EACH	_____.	_____.
1130	628.7570 Rock Bags	50.000 EACH	_____.	_____.
1140	629.0210 Fertilizer Type B	23.000 CWT	_____.	_____.
1150	630.0140 Seeding Mixture No. 40	580.000 LB	_____.	_____.
1160	633.5200 Markers Culvert End	4.000 EACH	_____.	_____.
1170	634.0612 Posts Wood 4x6-Inch X 12-FT	21.000 EACH	_____.	_____.
1180	634.0614 Posts Wood 4x6-Inch X 14-FT	56.000 EACH	_____.	_____.
1190	634.0616 Posts Wood 4x6-Inch X 16-FT	17.000 EACH	_____.	_____.
1200	634.0618 Posts Wood 4x6-Inch X 18-FT	2.000 EACH	_____.	_____.
1210	637.2210 Signs Type II Reflective H	593.340 SF	_____.	_____.
1220	637.2215 Signs Type II Reflective H Folding	36.260 SF	_____.	_____.
1230	637.2220 Signs Type II Reflective SH	9.000 SF	_____.	_____.
1240	637.2230 Signs Type II Reflective F	52.750 SF	_____.	_____.
1250	638.2102 Moving Signs Type II	23.000 EACH	_____.	_____.
1260	638.2602 Removing Signs Type II	47.000 EACH	_____.	_____.
1270	638.3000 Removing Small Sign Supports	55.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1280	638.3100 Removing Structural Steel Sign Supports	2.000 EACH	_____.	_____.
1290	638.4000 Moving Small Sign Supports	15.000 EACH	_____.	_____.
1300	641.8100 Overhead Sign Support (structure) 01. S-20-0056	LS	LUMP SUM	_____.
1310	641.8100 Overhead Sign Support (structure) 02. S-20-0057	LS	LUMP SUM	_____.
1320	641.8100 Overhead Sign Support (structure) 03. S-20-0058	LS	LUMP SUM	_____.
1330	641.8100 Overhead Sign Support (structure) 04. S-20-0059	LS	LUMP SUM	_____.
1340	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
1350	643.0100 Traffic Control (project) 01. 4986-00-22	1.000 EACH	_____.	_____.
1360	643.0300 Traffic Control Drums	125,140.000 DAY	_____.	_____.
1370	643.0410 Traffic Control Barricades Type II	1,976.000 DAY	_____.	_____.
1380	643.0420 Traffic Control Barricades Type III	16,193.000 DAY	_____.	_____.
1390	643.0705 Traffic Control Warning Lights Type A	27,280.000 DAY	_____.	_____.
1400	643.0715 Traffic Control Warning Lights Type C	6,780.000 DAY	_____.	_____.
1410	643.0900 Traffic Control Signs	19,682.000 DAY	_____.	_____.
1420	643.0920 Traffic Control Covering Signs Type II	4.000 EACH	_____.	_____.
1430	643.1050 Traffic Control Signs PCMS	28.000 DAY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1440	645.0120 Geotextile Type HR	380.000 SY	_____.	_____.
1450	646.0106 Pavement Marking Epoxy 4-Inch	14,100.000 LF	_____.	_____.
1460	646.0126 Pavement Marking Epoxy 8-Inch	2,600.000 LF	_____.	_____.
1470	646.0600 Removing Pavement Markings	1,230.000 LF	_____.	_____.
1480	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	79.000 LF	_____.	_____.
1490	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	2,010.000 LF	_____.	_____.
1500	647.0156 Pavement Marking Arrows Epoxy Type 1	2.000 EACH	_____.	_____.
1510	647.0166 Pavement Marking Arrows Epoxy Type 2	22.000 EACH	_____.	_____.
1520	647.0176 Pavement Marking Arrows Epoxy Type 3	1.000 EACH	_____.	_____.
1530	647.0206 Pavement Marking Arrows Bike Lane Epoxy	19.000 EACH	_____.	_____.
1540	647.0306 Pavement Marking Symbols Bike Lane Epoxy	19.000 EACH	_____.	_____.
1550	647.0356 Pavement Marking Words Epoxy	4.000 EACH	_____.	_____.
1560	647.0456 Pavement Marking Curb Epoxy	235.000 LF	_____.	_____.
1570	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	220.000 LF	_____.	_____.
1580	647.0606 Pavement Marking Island Nose Epoxy	10.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1590	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	420.000 LF	_____.	_____.
1600	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	1,340.000 LF	_____.	_____.
1610	647.0856 Pavement Marking Concrete Corrugated Median Epoxy	450.000 SF	_____.	_____.
1620	647.0955 Removing Pavement Markings Arrows	2.000 EACH	_____.	_____.
1630	647.0965 Removing Pavement Markings Words	1.000 EACH	_____.	_____.
1640	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	5,050.000 LF	_____.	_____.
1650	649.0402 Temporary Pavement Marking Paint 4-Inch	2,770.000 LF	_____.	_____.
1660	650.4000 Construction Staking Storm Sewer	144.000 EACH	_____.	_____.
1670	650.4500 Construction Staking Subgrade	6,745.000 LF	_____.	_____.
1680	650.5000 Construction Staking Base	533.000 LF	_____.	_____.
1690	650.5500 Construction Staking Curb Gutter and Curb & Gutter	735.000 LF	_____.	_____.
1700	650.6500 Construction Staking Structure Layout (structure) 01. Retaining Wall	LS	LUMP SUM	_____.
1710	650.7000 Construction Staking Concrete Pavement	6,212.000 LF	_____.	_____.
1720	650.8500 Construction Staking Electrical Installations (project) 01. 4986-00-22	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1730	650.9910 Construction Staking Supplemental Control (project) 01. 4986-00-22	LS	LUMP SUM	_____.
1740	650.9920 Construction Staking Slope Stakes	6,713.000 LF	_____.	_____.
1750	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	11,247.000 LF	_____.	_____.
1760	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,513.000 LF	_____.	_____.
1770	652.0800 Conduit Loop Detector	1,369.000 LF	_____.	_____.
1780	653.0905 Removing Pull Boxes	7.000 EACH	_____.	_____.
1790	654.0101 Concrete Bases Type 1	10.000 EACH	_____.	_____.
1800	654.0102 Concrete Bases Type 2	2.000 EACH	_____.	_____.
1810	654.0105 Concrete Bases Type 5	28.000 EACH	_____.	_____.
1820	654.0113 Concrete Bases Type 13	4.000 EACH	_____.	_____.
1830	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
1840	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
1850	655.0230 Cable Traffic Signal 5-14 AWG	1,065.000 LF	_____.	_____.
1860	655.0260 Cable Traffic Signal 12-14 AWG	3,152.000 LF	_____.	_____.
1870	655.0270 Cable Traffic Signal 15-14 AWG	413.000 LF	_____.	_____.
1880	655.0305 Cable Type UF 2-12 AWG Grounded	483.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1890	655.0515 Electrical Wire Traffic Signals 10 AWG	1,783.000 LF	_____.	_____.
1900	655.0610 Electrical Wire Lighting 12 AWG	6,864.000 LF	_____.	_____.
1910	655.0615 Electrical Wire Lighting 10 AWG	4,495.000 LF	_____.	_____.
1920	655.0625 Electrical Wire Lighting 6 AWG	11,856.000 LF	_____.	_____.
1930	655.0635 Electrical Wire Lighting 2 AWG	8,276.000 LF	_____.	_____.
1940	655.0700 Loop Detector Lead In Cable	3,666.000 LF	_____.	_____.
1950	655.0800 Loop Detector Wire	4,718.000 LF	_____.	_____.
1960	655.0900 Traffic Signal EVP Detector Cable	566.000 LF	_____.	_____.
1970	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CTH VV & Private Driveway	LS	LUMP SUM	_____.
1980	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. CB 100	LS	LUMP SUM	_____.
1990	658.0110 Traffic Signal Face 3-12 Inch Vertical	19.000 EACH	_____.	_____.
2000	658.0115 Traffic Signal Face 4-12 Inch Vertical	6.000 EACH	_____.	_____.
2010	658.0215 Backplates Signal Face 3 Section 12- Inch	19.000 EACH	_____.	_____.
2020	658.0220 Backplates Signal Face 4 Section 12- Inch	6.000 EACH	_____.	_____.
2030	658.0416 Pedestrian Signal Face 16-Inch	10.000 EACH	_____.	_____.
2040	658.0500 Pedestrian Push Buttons	8.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2050	658.0600 Led Modules 12-Inch Red Ball	14.000 EACH	_____.	_____.
2060	658.0605 Led Modules 12-Inch Yellow Ball	12.000 EACH	_____.	_____.
2070	658.0610 Led Modules 12-Inch Green Ball	12.000 EACH	_____.	_____.
2080	658.0615 Led Modules 12-Inch Red Arrow	11.000 EACH	_____.	_____.
2090	658.0620 Led Modules 12-Inch Yellow Arrow	23.000 EACH	_____.	_____.
2100	658.0625 Led Modules 12-Inch Green Arrow	9.000 EACH	_____.	_____.
2110	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	10.000 EACH	_____.	_____.
2120	658.5069 Signal Mounting Hardware (location) 01. CTH VV & Private Driveway	LS	LUMP SUM	_____.
2130	659.2130 Lighting Control Cabinets 120/240 30- Inch	1.000 EACH	_____.	_____.
2140	673.0105 Communication Vault Type 1	5.000 EACH	_____.	_____.
2150	690.0150 Sawing Asphalt	5,440.000 LF	_____.	_____.
2160	690.0250 Sawing Concrete	1,120.000 LF	_____.	_____.
2170	715.0415 Incentive Strength Concrete Pavement	10,784.000 DOL	1.00000	10,784.00
2180	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
2190	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,320.000 HRS	5.00000	6,600.00
2200	SPV.0035 Special 001. Planting Mixture	120.000 CY	_____.	_____.



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2210	SPV.0060 Special 001. Inlet Covers Type HC	5.000 EACH	_____.	_____.
2220	SPV.0060 Special 002. Connect to Existing Storm Sewer Lateral	3.000 EACH	_____.	_____.
2230	SPV.0060 Special 003. Connect to Existing Storm Sewer Structure	3.000 EACH	_____.	_____.
2240	SPV.0060 Special 101. Pedestal Bases Black	10.000 EACH	_____.	_____.
2250	SPV.0060 Special 102. Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black	30.000 EACH	_____.	_____.
2260	SPV.0060 Special 103. Poles Type 4 Black	2.000 EACH	_____.	_____.
2270	SPV.0060 Special 104. Poles Type 5 Aluminum Black	28.000 EACH	_____.	_____.
2280	SPV.0060 Special 105. Traffic Signal Standards Aluminum 3.5-FT Black	3.000 EACH	_____.	_____.
2290	SPV.0060 Special 106. Traffic Signal Standards Aluminum 10-FT Black	1.000 EACH	_____.	_____.
2300	SPV.0060 Special 107. Traffic Signal Standards Aluminum 13-FT Black	4.000 EACH	_____.	_____.
2310	SPV.0060 Special 108. Traffic Signal Standards Aluminum 15-FT Black	2.000 EACH	_____.	_____.
2320	SPV.0060 Special 109. Luminaire Arms Single Member 4-Inch Clamp 6-FT Black	4.000 EACH	_____.	_____.
2330	SPV.0060 Special 110. Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT Black	26.000 EACH	_____.	_____.
2340	SPV.0060 Special 111. Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT Black	15.000 EACH	_____.	_____.



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2350	SPV.0060 Special 112. Luminaire Utility Led B Black	45.000 EACH	_____.	_____.
2360	SPV.0060 Special 113. Pull Box Non-Conductive 24X36-Inch	6.000 EACH	_____.	_____.
2370	SPV.0060 Special 114. Pull Box Non-Conductive 24X42-Inch	35.000 EACH	_____.	_____.
2380	SPV.0060 Special 115. Furnish And Install Poles Type 12 Black	4.000 EACH	_____.	_____.
2390	SPV.0060 Special 116. Furnish And Install Monotube Arms 35-FT Black	1.000 EACH	_____.	_____.
2400	SPV.0060 Special 117. Furnish And Install Monotube Arms 40-FT Black	1.000 EACH	_____.	_____.
2410	SPV.0060 Special 118. Furnish And Install Monotube Arms 50-FT Black	1.000 EACH	_____.	_____.
2420	SPV.0060 Special 119. Furnish And Install Monotube Arms 55-FT Black	1.000 EACH	_____.	_____.
2430	SPV.0060 Special 201. Manholes Sanitary 4-FT Diameter	10.000 EACH	_____.	_____.
2440	SPV.0060 Special 202. Adjust Sanitary Sewer Manhole	2.000 EACH	_____.	_____.
2450	SPV.0060 Special 203. Reconstruct Sanitary Sewer Manhole	6.000 EACH	_____.	_____.
2460	SPV.0060 Special 301. Connect to Existing 6" Water Main	2.000 EACH	_____.	_____.
2470	SPV.0060 Special 302. Connect to Existing 10" Water Main	1.000 EACH	_____.	_____.



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2480	SPV.0060 Special 303. Connect to Existing 12" Water Main	4.000 EACH	_____.	_____.
2490	SPV.0060 Special 304. Temporary 2" Blow Off	4.000 EACH	_____.	_____.
2500	SPV.0060 Special 305. 6" Water Main Valve and Box	2.000 EACH	_____.	_____.
2510	SPV.0060 Special 306. 10" Water Main Valve and Box	1.000 EACH	_____.	_____.
2520	SPV.0060 Special 307. 12" Water Main Valve and Box	2.000 EACH	_____.	_____.
2530	SPV.0060 Special 308. 12"x12" Cross	1.000 EACH	_____.	_____.
2540	SPV.0060 Special 309. 12"x6" Tee	2.000 EACH	_____.	_____.
2550	SPV.0060 Special 310. 12"x10" Tee	1.000 EACH	_____.	_____.
2560	SPV.0060 Special 311. 10"-90 Degree Bend	1.000 EACH	_____.	_____.
2570	SPV.0060 Special 312. 6"-45 Degree Bend	11.000 EACH	_____.	_____.
2580	SPV.0060 Special 313. 10"-45 Degree Bend	4.000 EACH	_____.	_____.
2590	SPV.0060 Special 314. 12"-45 Degree Bend	3.000 EACH	_____.	_____.
2600	SPV.0060 Special 315. 12"x6" Reducer	1.000 EACH	_____.	_____.
2610	SPV.0060 Special 316. 12" Plug	1.000 EACH	_____.	_____.
2620	SPV.0060 Special 317. 1 1/4" Water Service	3.000 EACH	_____.	_____.
2630	SPV.0060 Special 318. Hydrant	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2640	SPV.0060 Special 319. Remove Existing Hydrant	2.000 EACH	_____.	_____.
2650	SPV.0060 Special 320. Abandon Water Main Structure	2.000 EACH	_____.	_____.
2660	SPV.0060 Special 321. Adjust Water Valve Box	24.000 EACH	_____.	_____.
2670	SPV.0060 Special 322. Adjust Water Curb Box	3.000 EACH	_____.	_____.
2680	SPV.0060 Special 401. Pavement Marking Arrows Grooved Epoxy Type 1	2.000 EACH	_____.	_____.
2690	SPV.0060 Special 402. Pavement Marking Arrows Grooved Epoxy Type 2R	3.000 EACH	_____.	_____.
2700	SPV.0060 Special 403. Pavement Marking Arrows Grooved Epoxy Type 2	31.000 EACH	_____.	_____.
2710	SPV.0060 Special 404. Pavement Marking Arrows Grooved Epoxy Type 3R	8.000 EACH	_____.	_____.
2720	SPV.0060 Special 405. Pavement Marking Arrows Grooved Epoxy Type 3	7.000 EACH	_____.	_____.
2730	SPV.0060 Special 406. Pavement Marking Words Grooved Epoxy	25.000 EACH	_____.	_____.
2740	SPV.0075 Special 001. Street Sweeping	70.000 HRS	_____.	_____.
2750	SPV.0085 Special 001. Low Maintenance Seed Mix	200.000 LB	_____.	_____.
2760	SPV.0090 Special 001. Railing Tubular Galvanized	220.000 LF	_____.	_____.
2770	SPV.0090 Special 201. 6" PVC SDR 35 Sanitary Sewer Laterals	109.000 LF	_____.	_____.
2780	SPV.0090 Special 202. 8" PVC SDR 35 Sanitary Sewer Main	925.000 LF	_____.	_____.



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2790	SPV.0090 Special 203. 10" PVC SDR 35 Sanitary Sewer Main	10.000 LF	_____.	_____.
2800	SPV.0090 Special 204. 12" PVC SDR 35 Sanitary Sewer Main	5.000 LF	_____.	_____.
2810	SPV.0090 Special 205. 15" PVC SDR 35 Sanitary Sewer Main	30.000 LF	_____.	_____.
2820	SPV.0090 Special 301. 6" PVC DR18 Water Main	155.000 LF	_____.	_____.
2830	SPV.0090 Special 302. 10" PVC DR18 Water Main	50.000 LF	_____.	_____.
2840	SPV.0090 Special 303. 12" PVC DR18 Water Main	1,080.000 LF	_____.	_____.
2850	SPV.0090 Special 304. 1 1/4" Polyethylene Water Service Pipe	180.000 LF	_____.	_____.
2860	SPV.0090 Special 401. Pavement Marking Grooved Epoxy 18-Inch	96.000 LF	_____.	_____.
2870	SPV.0090 Special 402. Pavement Marking Crosswalk Grooved Epoxy 24-Inch	520.000 LF	_____.	_____.
2880	SPV.0105 Special 001. Concrete Pavement Joint Layout	LS	LUMP SUM	_____.
2890	SPV.0105 Special 002. Construction Staking Multi-Use Path And Sidewalk	LS	LUMP SUM	_____.
2900	SPV.0105 Special 101. Furnish and Install Traffic Signal Cabinet and Controller	LS	LUMP SUM	_____.
2910	SPV.0105 Special 102. Furnish And Install EVP System	LS	LUMP SUM	_____.
2920	SPV.0105 Special 103. Traffic Signal Systems Integrator (4986-00-22)	LS	LUMP SUM	_____.



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2930	SPV.0105 Special 104. Salvage Traffic Signal (CTH VV & S Military Rd)	LS	LUMP SUM	_____.
2940	SPV.0105 Special 201. Abandoning Sanitary Sewer and Manholes	LS	LUMP SUM	_____.
2950	SPV.0105 Special 301. Abandoning Water Main and Appurtenances	LS	LUMP SUM	_____.
2960	SPV.0120 Special 001. Water for Seeded Areas	610.000 MGAL	_____.	_____.
2970	SPV.0165 Special 001. Wall Modular Block Gravity LRFD	960.000 SF	_____.	_____.
2980	SPV.0165 Special 301. Insulation Board 2-Inch	128.000 SF	_____.	_____.
2990	SPV.0180 Special 001. Preparing Topsoil for Lawn Type Turf	35,300.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE