

HIGHWAY WORK PROPOSAL

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

Proposal Number:

17

| COUNTY | STATE PROJECT ID | FEDERAL PROJECT ID | PROJECT DESCRIPTION | HIGHWAY |
|--------|------------------|--------------------|------------------------------------|---------|
| Racine | 2390-09-70 | WISC 2017 163 | Green Bay Road STH 20 to CTH MM | STH 31 |

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: April 11, 2017 Time (Local Time): 9:00 AM | Firm Name, Address, City, State, Zip Code <div style="text-align: center; font-size: 2em; font-weight: bold;">SAMPLE</div> <div style="text-align: center; font-weight: bold;">NOT FOR BIDDING PURPOSES</div> |
| Contract Completion Time November 17, 2017 | |
| Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right; font-size: 1.5em; font-weight: bold;">20 %</div> | |
| This contract is exempt from federal oversight. | |

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

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

Subscribed and sworn to before me this date _____

 (Signature, Notary Public, State of Wisconsin)

 (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 Removing pavement, common excavation, base patching, asphaltic milling, concrete surface partial depth removal, base aggregate, storm sewer, curb and gutter, HMA paving, concrete pavement, concrete sidewalk, pavement marking, permanent signing, traffic signals. | |
| Notice of Award Dated | Date Guaranty Returned |

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

SPV Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2390-09-70, Green Bay Road, STH 20 to CTH MM, STH31, Racine 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. Referenced Construction Specifications.

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

Conform to the referenced construction specifications for the following:

Adjusting Sanitary Manhole
Reconstructing Sanitary Manhole

stp-105-002 (20130615)

3. Scope of Work.

The work under this contract shall consist of removing pavement, common excavation, asphaltic milling, concrete surface partial depth removal, storm sewer, base patching, base aggregate, concrete curb and gutter, concrete pavement, HMA pavement, traffic signals, pavement marking, and 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)

4. 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.

There may be multiple mobilizations for such items as concrete repair replacement and paving, traffic control, utility adjustments, temporary pavement marking, erosion control, restoration, and other items related to staging. No additional compensation for will be made by the department for multiple mobilizations.

At all times, conduct operations in a manner that will cause a minimum disruption to traffic on existing roadways.

Contractor Coordination

Provide an individual to serve as the contractor's sole point of contact for field utility coordination and communication for the duration of the project.

The City of Racine will be performing watermain construction and utilizing the contractor's traffic control during the project. Allow 15 working days during stage 1a and 17 working days during Stage 1b to complete construction. Coordinate construction activities with the City of Racine. Notify Chad Regalia, (262) 497-4611, 10 business days in advance to coordinate work activities.

Coordinate removal and replacement of existing street lighting facilities at CTH C and Ohio Street with the City of Racine. Provide written notification 10 business days in advance to John Rooney, (262) 636-9460, for the city to de-energize their facility.

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).

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

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

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

5. Traffic.

Keep open travel lanes free from mud, sand, and other construction debris at all times.

Maintain a minimum 3:1 slope between roadway and adjacent excavation when open travel lanes are adjacent to work zone.

Residential and Business Property Access

Maintain access to properties along STH 31, STH 20, Newman Road, and CTH C and any other local road effected by construction for local residents, businesses, and emergency vehicles. Maintain and keep open access to all driveways and parking lots.

Do not close residential approaches or remove from service without giving sufficient notice to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway access. Inform property owners and tenants at least 48 hours prior to removing a driveway approach that serves the property. Schedule all removals and replacements in a manner than minimizes the duration between removal and replacement. Provide sufficient ramping at all access points to allow vehicles to negotiate grade differential without causing damage.

Conduct construction activities in a manner that maintains access and traffic for businesses at all times. If necessary, make other arrangements to maintain access and traffic for businesses, agreed to in writing and signed by the contractor and the property owner serviced by the driveway or parking lot.

Pedestrian Access

Maintain sidewalk at all times except under direction of the engineer. Maintain sidewalk access to all businesses and residences at all times. Sidewalk closures may only occur from 10:00 PM to 5:00 AM.

Maintain pedestrian movements crossing the construction zone at all intersections at all times, unless otherwise directed by the engineer. At all times, ADAAG accessible pedestrian walkways shall be maintained free from mud, sand, and construction debris. Closures of sidewalk must be approved by the engineer and conform to signing shown on the traffic control plan. At locations where crosswalks crossing STH 31, STH 20, and any other local road exist on both sides of the intersection, closure of one of the two crosswalks is permitted as long as all other crossings are completely open. At intersections where only one crosswalk exists stage work to maintain a crosswalk at all times.

Traffic Control and Staging

Stage 1A – maintain two travel lanes in each direction at all times along STH 31 and STH 20. Maintain one eastbound and two westbound travel lanes along CTH C at all times. During off peak nighttime hours of construction, close one left turn lane at the intersection of STH 20 and STH 31 to complete the removal of the existing median island traffic signal. Maintain a minimum of one left turn lane at all signalized intersection at all times.

- Install Temporary Signals at STH 20, Newman Rd, CTH C, and CTH MM.
- Complete median work along STH 31.
- Complete southbound left turn widening from Station 191+30 to Station 194+40 and open to traffic prior to beginning median work at Station 190+00.
- Complete base patching in lanes adjacent to median.
- Begin widening along eastbound CTH C – east leg.

Stage 1B – maintain two travel lanes in each direction along STH 31 and STH 20. Maintain one lane in each direction along CTH C. During off peak nighttime hours of construction, close the intersection of STH 31 and CTH C for City of Racine Forces to complete watermain construction through the intersection.

- Open median.
- Begin outside lane work along STH 31, STH 20, and CTH C – west leg.
- Begin base patching of outside lanes.
- Complete widening along eastbound CTH C – east leg.

Stage 1C – During off peak nighttime hours of construction maintain one travel lane in each direction.

- Complete outside lane construction along STH 31, STH 20, and CTH C – west leg.
- Complete base patching of middle lane.
- Complete widening along westbound CTH C – east leg.

Stage 1D – Utilize traffic control similar to Stage 1B along STH 31 and STH 20. Maintain a minimum of one lane in each direction along CTH C.

- Complete median work along CTH C – east leg.

Stage 2A – Utilize traffic control similar to Stage 1B for peak hours of operation and similar to 1C for off peak hours of operation.

- Mill and overlay outside two lanes.

Stage 2B – Utilize traffic control similar to Stage 1A for operations. Do not close left turn lanes at STH 31 intersections with STH 20 and CTH C concurrently.

- Mill and overlay inside lane and median.

Stage 1B and 1C can run concurrently. Stage 1C shall apply to off peak hours only. Traffic control mobilizations and traffic control moving items shall be incidental to traffic control items.

All work and operations shall be completed according to MUTCD, WisDOT Standard Detail Drawings, as shown in the plans, or as directed by the engineer.

The width of traffic lanes shall be as shown on the plans. Provide greatest dimension possible at signalized intersections for turning movements when construction is not taking place at those locations. Median openings during milling and overlay operations shall remain open except when construction is taking place within the vicinity of those locations.

Peak Hours

- 6:00 AM – 8:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Off Peak Hours

- 6:00 AM – 8:00 PM Weekends

Off Peak Nighttime Hours

- 8:00 PM – 6:00 AM Everyday

Wisconsin Lane Closure System Advance Notification.

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

| Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16') | MINIMUM NOTIFICATION |
|---|----------------------|
| Lane and shoulder closures | 7 calendar days |
| Full roadway closures | 7 calendar days |
| Ramp closures | 7 calendar days |
| Full ramp closures | 7 calendar days |
| Detours | 7 calendar days |
| | |

| Closure type without height, weight, or width restrictions (available width, all lanes in one direction >16') | MINIMUM NOTIFICATION |
|---|----------------------|
| Lane and shoulder closures | 3 business days |
| System and service ramp closures | 3 business days |
| Modifying all closure types | 3 business days |

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

108-057 (20160607)

6. **Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 20 or STH 31 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;
- From noon Wednesday, November 22, 2017 to 6:00 AM Monday, November 27, 2017 for Thanksgiving.

107-005 (20050502)

7. **Utilities.**

This contract comes under the provision of Administrative Rule Trans 220.

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT SE Region Utility Construction Engineer, Paul Piccione, at (262) 548-8706 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Some utility work, as described below, is dependent on prior work being performed by the contractor at a specific site. Provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Notice shall be given 14 calendar days in advance of when the site will be available to the utility. Follow up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

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

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The contractor shall cooperate and coordinate construction activities with these companies.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the projects are as follows:

AT&T Local Network – has facilities within the project limits. The work will be performed prior to construction.

AT&T Local Network will place two 4” conduits from We Energies’ pole at Station 397+86, 58’ LT south to Station 397+86, 8’ RT. The conduits will continue east to Station 400+53, 6’ LT. From here, it will enter We Energies-owned ducts to Station 405+60, and head north to a new We Energies pole at Station 405+57, 37’ LT.

AT&T Local Network will replace existing aerial fiber to the east from the We Energies poles along CTH C that are being removed to the new poles.

The contact for AT&T Local Network is Jennifer Navarro at (414) 549-3564.

AT&T Wisconsin - The following work will be performed prior to construction, with manhole adjustments during construction.

- At approximately Station 116+75 45’LT and 116+90 50’LT, AT&T Wisconsin has a manhole which will need the frame and cover adjusted during construction. The one at 50’LT will require adjustment twice; once during the turn lane construction and once during the mill and overlay construction.

- AT&T Wisconsin has a buried copper cable that originates at the We Energies pole at CTH C at Station 401+40 35'LT, goes west to and then under STH 31 at Station 176+10, then goes north and feeds an aerial cable starting at the We Energies pole at Station 177+50 60'LT. This cable will be replaced from new We Energies pole at Station 402+20 LT west to STH 31, then north to the southeast corner of STH 31 & Country Club Dr. at Station 178+77 46'RT. From there AT&T Wisconsin will place two cables. The first will head west under STH 31, then south to the strip mall at Station 177+50 85'LT. The second will be placed under Country Club Drive, and continue north on the east side of STH 31 to Station 181+25 RT. From that point AT&T Wisconsin will bore under STH 31 to the existing We Energies pole at Station 181+25 LT. AT&T Wisconsin will remove their aerial cable from the poles that We Energies will remove.
- From WE's pole at CTH C Station 401+40 35'LT, AT&T Wisconsin also has a buried cable that goes west to STH 31 and the north along the east side of STH 31. This cable will also need to be extended to WE's new pole at 402+20 LT.
- From Station 401+40 LT to approx. 408+00 LT on CTH C/Spring St., We Energies will be relocating their poles to the north. AT&T Wisconsin has 2 aerial cables attached to these poles that will also need to be relocated or replaced to the new WE poles.
- AT&T Wisconsin has manholes at Station 108+50 LT, 107+50 LT south of Newman Rd., and manholes at 383+00 LT, 394+75 LT and 398+25 LT. The manholes will require having the frame and covers pulled, plated, and then having the frame and covers reinstalled.

AT&T Wisconsin has discontinued facilities within the project limits at the following location:

- Buried 200 pair copper cable approximately 1.3 inches in diameter, crossing under Newman Road at approximately Station 10+65.

The contact for AT&T is Scott Sokolowski at (414) 258-5239.

City of Racine Water Department – Has facilities within the project limits. Their work will be performed concurrent with construction.

- Water main replacement along STH 31 from Station 124+50, 42' LT to 132+50, 42' LT.
- Water main replacement along STH 31 from Station 172+00, 42' LT to 176+00, 42' LT.

- Water main replacement along CTH C, from STH 31 to Ohio, including replacements through each intersection. Proposed main to be installed from Station 398+25, 46' LT to Station 399+50, 46' LT; Station 399+50, 31' RT to Station 406+00, 31' RT; and Station 406+00, 18' RT to Station 407+50, 18' RT.
- The existing hydrant at the northeast corner of STH 31 and CTH C will be relocated and placed at the northwest corner of STH 31 and CTH C at Station 398+35, 55' LT.
- The existing hydrant at the southwest corner of STH 31 and CTH C will be relocated behind the sidewalk where the radius is to be widened at the time of construction by city staff.
- The existing hydrant at the southeast corner of STH C and Ohio Street will be relocated and placed at Station 406+21, 52' RT.

The contact for the City of Racine Water Department is Chad Regalia, PE at (262) 497-4611.

PaeTec Communications –The following work will be performed prior to construction:

STH 20 and STH 31

- Install new handhole over existing fiber at Station 106+02, 55.5' LT
- Place new fiber from handhole 6" off right-of-way to Station 385+20, crossing STH 20 to 385+20, 61' LT. From there, the fiber will run to a new handhole at Station 108+19, 69' LT.
- Existing facilities between the two handholes will be discontinued in place.

Newman Rd. and STH 31

- Install new handhole over existing fiber at Station 114+00, 59' LT
- Place new fiber from handhole 1' off right-of-way to Station 11+05, then crossing Newman Rd. From there, the fiber will run 1' off right-of-way to a new handhole at Station 118+50.
- 10' of fiber will be trenched east between the new handhole to the existing facilities.
- Existing facilities between the two handholes will be discontinued in place.

Spring St. and STH 31

- Install new handhole over existing fiber at Station 174+23, 55' LT.
- Place new fiber from handhole 6" off right-of-way to Station 398+68, then crossing Spring St. The fiber will continue 6" off right-of-way until Station 399+05, at which point it will run 4' off right-of-way to a new handhole at Station 176+80, 69' LT over the existing facilities.
- Existing facilities between the two handholes will be discontinued in place.

The contact for PaeTec Communications is Nathan Becker at (414) 313-9032.

Time Warner Cable – The following work will be performed prior to construction:

- Time Warner Cable will relocate an underground coaxial starting at the pedestal at Station 170+00 61'RT, then bury 418' of coaxial cable 6' deep to Station 172+00 72'RT. From there, the facility will continue underground east and leave project limits to existing riser pole 81-00696. Time Warner cable will remove a pedestal at approximately 171+90 70'RT and discontinue 418' of underground coaxial cable.
- Time Warner Cable will remove their aerial facilities on We Energies poles from Station 175+00 63'LT to Station 181+25 60'LT.
- Time Warner Cable will remove their aerial crossing from Station 178+25 63'LT to Station 178+50 60'RT.
- Time Warner Cable will remove their aerial facilities crossing STH 31 from Station 176+30 63'LT and continuing along the north side of CTH H to Station 407+75 57'LT.
- Time Warner Cable will place underground facilities between Station 179+50 55'LT and a riser pole at Station 181+38 55'LT
- Time Warner Cable will place underground facilities from Station 177+75 60'RT to Station 178+75 60'RT which then will head out of right-of-way along Country Club Dr.
- Time Warner Cable will place underground facilities along CTH H from Station 396+10 59'LT to 397+00 58'LT.
- Time Warner Cable will place overlash their facilities from Station 395+00 59'LT to 398+00 58'LT, 181+25 55'LT to 182+30 56'LT, and 407+80 32'LT to the east, leaving the project.

- Time Warner Cable will place new aerial facilities from Station 402+15 60'LT to 407+80 32'LT
- Time Warner Cable will place new facilities through a duct package from Station 397+80 58'LT to Station 405+50 33'LT.

Time Warner Cable has facilities in the vicinity of the sidewalk replacement from Station 107+00 73'LT to 385+00 107'LT, and from Station 389+00 to Station 391+00. Use caution while working in those areas.

The field contact for Time Warner Cable is Jim Hughes at (920) 648-5842.

Village of Mount Pleasant Sanitary District – has facilities within the project limits.

The Mt. Pleasant Sewer Utility has multiple sanitary sewer manholes altered as part of this project. This work includes casting replacement, adjusting ring replacement, and chimney reconstruction. This work will be performed in contract by the contractor.

The contact for the Village of Mount Pleasant Sanitary District is Tony Beyer and he can be reached at (262) 664-7849.

We Energies – Electric- The following work will be performed prior to construction, with manhole frame and cover adjustments during construction.

- We Energies has an underground system in the entire project area. 23 manholes in the system from STH 20 into STH 31 running to 400' north of CTH C will require cover adjustment prior to paving. The contractor will have to coordinate with We Energies in advance of new pavement. The manhole covers are located at Station 387+72, 57' LT; Station 389+38, 54' LT; Station 110+38, 43' RT; Station 115+77, 44' RT; Station 119+00, 43' RT; Station 122+92, 43' RT; Station 126+26, 64' RT; Station 131+53, 43' RT; Station 134+63, 42' RT; Station 140+60, 43' RT; Station 145+36, 42' RT; Station 149+89, 43' RT; Station 154+34, 43' RT; Station 158+53, 42' RT; Station 162+10, 42' RT; Station 164+98, 55' LT; Station 165+12, 42' RT; Station 168+85, 42' RT; Station 171+90, 42' RT; Station 176+37, 41' RT; Station 179+17, 43' RT; Station 179+13, 47' LT; and Station 403+03, 0.5' LT.
- The proposed monotube at 114+52, 63' RT is under an existing 25KV electric line. To give enough clearance to We Energies' facilities, the pole lead will be relocated to accommodate the monotube to an underground system. The anchor and pole 81-01728 at Station 115+41.6, 62' RT will be removed, and a new pole installed at Station 114+03, 63' RT.

- There is a new right turn lane, on southbound STH 31 to Newman at Station 116+00, 58'L. The new curb and gutter is directly over this conduit package. The contractor will have to avoid any cuts deeper than 3' over this conduit package.
- Anchor and pole 01-02967, at Station 115+74.3, 90' LT, will be removed.
- Anchor and Pole 82-03350 at Station 174+64, 56' LT will be removed and replaced with padmount transformer at Station 398+00, 77' RT with a secondary lateral to the existing signal control box for DOT signals.
- Pole 82-03349 at Station 176+36, 59' LT will be removed.
- Pole 77-3222 at Station 177+41, 58' LT will be removed.
- Pole 84-10190 at Station 177+59, 57' LT, will be removed.
- Anchor and pole 84-10194 at Station 178+27, 56'LT will be removed.
- Anchor and pole 81-00413 at Station 179+33, 56'LT will be relocated to Station 179+12, 64' LT.
- Pole 81-00412 at Station 180+25, 54' LT, will be relocated to Station 180+28, 58' LT.
- A new underground road crossing at Station 178+60 will be needed to remove pole 84-10194 at Station 178+27, 56'L.
- Three new conduit packages will be needed from MH81-9034 at Station 179+15, 46' LT to new poles and padmounted equipment. Two of the conduits will run to a new pole at Station 179+14, 52' LT, with one continuing out of right-of-way to padmounted equipment, and the other conduit will run terminate at Station 180+17, 45' LT, with a buried cable running to the new pole at Station 180+28, 58' LT.
- A new pole will be placed at Station 396+98, 58' LT.
- A new down guy and anchor will be needed at pole 70-24302 at Station 398+11, 57' LT.
- Pole 96-10802 at Station 401+18, 31' RT will be removed.
- Pole 95-17244 at Station 401+91, 31' RT will be removed.
- Pole 77-04999 at Station 403+46, 49' RT will be removed.
- Pole 80-11153 at Station 401+42, 30' LT, will be removed.

- Pole 65-8616 at Station 401+97, 31' LT will be relocated to Station 402+16, 38' LT.
- Pole 65-8617 at Station 402+85, 31' LT will be relocated to Station 402+84, 38' LT.
- Pole 15-06549 at Station 403+46, 30' LT will be relocated to Station 403+44, 38' LT.
- Pole 16-02306 at Station 404+65, 30' LT will be relocated to Station 404+65, 38' LT.
- A new pole will be installed at Station 405+57, 37' LT.
- Pole 09-14441 at Station 406+10, 31' LT will be relocated to Station 406+13, 33' LT
- A new pole will be installed at Station 406+88, 32' LT.
- We Energies will extend the existing conduit and manhole system located in the intersection of CTH H and STH 31, starting at Station 176+37, 41' RT. The new conduit will extend south from existing MH81-9032 to Station 176+00, 52' RT and will continue from Station 400+52, 7' LT to a new manhole at Station 403+03, 1' LT. The conduit will continue east to Station 406+88 running along the reference line. Also, a conduit package will run 75' south from the new manhole at Station 403+03 out of right-of-way into private property.

The contact for We Energies- Electric is Mike Mlinar at (262) 886-7027, and also contact Bob Boen with KSE at (414) 861-2636 to coordinate cover adjustments during construction.

It is imperative that the highway contractor contact We Energies before removing any electrical underground cables to verify that they have been discontinued and carry no electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification. The We Energies Electric Dispatch number is (800) 662-4797.

We Energies – Gas- The following work will be performed prior to construction:

- A 16" high pressure main will be installed along CTH C from Station 400+13 to 405+48.
- From Station 400+13 to Station 400+75, the main will be located 55' RT.

- From Station 400+75 to Station 403+38, the main will be located 55' RT in easement. At Station 403+38, the main will run north back into right-of-way and be located 6' north of the south right-of-way line. The main will then elbow 90 degrees south at Station 405+00 and head south down Ohio Street in an easement out of the project area. A new gas valve assembly will be installed outside the project limits, replacing the existing valve assembly in the roadway.
- The 16" high pressure main will also be installed from Station 174+75 to Station 206+35
- From Station 174+75 to Station 178+70, the gas main will be installed at 12' RT.
- At Station 178+70, the main will elbow to the reference line and continue there to Station 191+50.
- From Station 191+50 to Station 196+00 main will be located 7' RT.
- From Station 196+00 to Station 206+35 where the new main ties into the existing will be located 10' LT.
- We Energies will be installing a 4" main crossing the northbound lanes of STH 31 at Station 200+57. This will tie into the existing at 10' LT and run to 60' RT, where it will elbow 90 degrees south and parallel STH 31 from Station 200+57, 60' RT to Station 200+20, 60' RT and tie into the existing main.
- We Energies will install a 12" high pressure main along Spring Street from Station 405+20, 44' RT to 406+40, 35' RT. From Station 406+50 to Station 407+76, the main will be located 23' RT and then tie into the existing main outside of the construction limits.
- We Energies will install an 8" plastic main from Station 177+28 to Station 398+34.
- Tie into an existing 8" steel main at station 177+28, 55' RT and install an 8" plastic main crossing STH 31 to Station 177+28, 79' LT.
- Proposed main on STH 31 will be installed in an easement from Station 177+28, 79' LT to Station 176+42, 79' LT
- From Station 176+42, 79' LT the main will parallel the TLE and be installed 1' south of the north right-of-way from Station 399+12 to Station 398+20. Proposed 8" plastic gas main will cross CTH C to the south at Station 398+34 to 58' RT, and will tie into the existing 6" steel main at Station 398+00, 58' RT.
- We Energies will install a 4" plastic main from Station 177+28 to Station 407+76.

- We Energies will tie into an existing 8" steel main at Station 177+28, 55' RT with a 4" plastic main. The main will be installed in easement and parallel the TLE in the northeast corner of STH 31 and CTH C.
- The main will enter right-of-way at Station 401+40. From this location, the 4" plastic main will be installed 3' south of the north right-of-way to Station 405+00. From there, the main will be installed 1' south of the north right-of-way to Station 407+76.
- We Energies will install a 4" plastic main from Station 114+20 to Station 116+20.
- The main will begin at Station 114+20, 56' LT. from here, it will be installed 6' behind proposed right-of-way, paralleling the vision corner.
- The main will then cross Newman Road at Station 11+00.
- The proposed main will then be installed behind the vision corner in a northeastern direction until it reenters right-of-way and ties into the existing main at Station 116+20, 56' LT.
- We Energies will install a 2" plastic main from Station 114+25, 55' RT to Station 115+75 55' RT.
- We Energies will install a 4" plastic main along STH 20 from Station 389+00, 58' RT to 401+70, 55' RT. The main will cross the eastbound lanes of STH 20 at Station 401+70 to the and tie into the existing main at the centerline.
- We Energies will install a 4" plastic main crossing STH 20 from Station 401+00, 55' RT to Station 401+00, 120' LT.
- We Energies will install a 2" plastic gas main from Station 389+85, 55' LT to Station 401+00, 55' LT.

We Energies-Gas has discontinued facilities within the project limits at the following locations:

- 2" steel main on Spring Street from Station 400+50 to 406+50, 28' RT.
- 2" steel main on Spring Street from Station 401+50 to 405+50, 31' LT.
- 16" steel main on Spring Street from Station 400+50 to 405+40, begins at 40' LT, crosses at Station 401+18, and continues at 17' RT to Station 405+40.
- 6" steel main on Spring Street from Station 398+50 to 400+50. Main varies from 57' RT to 37' RT.

- 16" steel main on STH 31 from Station 176+25 to 207+40. Main starts out 55' RT, crosses STH 31 at Station 179+50, then the main is located at 15' LT until Station 192+00. From Station 192+00 the main varies from on the reference line to 20' LT.
- 4" steel main crossing STH 31 at Station 200+25.
- 8" steel main on STH 31 from Station 175+25 to Station 177+26. Main is 56' RT and crosses CTH C at Station 400+60.
- Discontinuing valve pit on the southeast corner of STH 31 and CTH C at Station 401+50, 38' RT.
- 4" steel main on STH 31, approximately 56' LT from Station 114+25 to Station 116+20. Main crosses Newman Road at Station 10+50.
- 2" plastic main on STH 31, approximately 55' RT from Station 114+25 to Station 115+75.
- 4" steel main crossing the eastbound land of STH 20 at Station 389+10. 4" steel will be discontinued in place from Station 389+10 to Station 398+50. 4" steel is approximately 5' RT.
- 2" steel main approximately 54' LT from Station 389+85 to Station 391+95.
- 2" steel main crossing STH 20 at Station 394+60, from 5' RT to 115' LT (out of scope of construction).
- 2" steel main on STH 20, 50' LT from Station 395+75 to Station 401+00.

The contact for We Energies – Gas is Chris DeGrave at (262) 886-7018.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification. The We Energies Gas Dispatch number is (800) 261-5325.

Wisconsin Department of Transportation – Traffic Signals owns facilities that are in conflict with the proposed improvements. This following work will be performed in contract by the contractor.

- New traffic signal at the intersection of STH 31 and STH 20
- New traffic signal at the intersection of STH 31 and Newman Road

- New traffic signal at the intersection of STH 31 and CTH C (Spring Street)
- New traffic signal at the intersection of STH 31 and CTH MM

The contact for the Wisconsin Department of Transportation related to traffic signal work is the WisDOT Electrical Field Unit at (414) 266-1170. Contact WisDOT Traffic Signals seven days in advance to coordinate construction.
107-065 (20080501)

8. Notice to Contractor – Traffic Signal Equipment Lead Time.

Lead time for traffic signal equipment specified for this project has been ranging from 12-weeks to 18-weeks. Order equipment as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected, and ready for turn-on at the required date.

9. Notice to Contractor – Contamination Removed During Construction.

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

- Station 105+79 to 107+30 from 0 feet LT of centerline to Project limits LT of centerline.
- Station 107+30 to 109+00 from 0 feet LT of centerline to Project limits LT of centerline.
- Station 174+00 to 175+75 from 0 feet LT of centerline to Project limits LT of centerline.
- Station 398+00 to 400+00 from 0 feet RT of centerline to Project limits RT of centerline.

The contaminated soils at the above sites that are within the excavation limits of this project will be removed as pay items included in this project.

10. Notice to Contractor – Emerald Ash Borer.

Clearing and Grubbing

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

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

Supplement standard spec 151-1.3 with the following:

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

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

- Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.
- Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- White ash (*F. americana*) tends to occur primarily in upland forests, often with sugar maple (*Acer saccharum*).

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

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

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

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

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

ATCP 21.17 Emerald ash borer; import controls and quarantine.

Importing or Moving Regulated Items from Infested Areas; Prohibition.

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

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

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

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

- The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
- Ash trees.
- Ash limbs, branches, and roots.
- Ash logs, slabs or untreated lumber with bark attached.
- Cut firewood of all non-coniferous species.
- Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
- Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Regulatory Considerations

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

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

Chipped Ash Trees

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

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

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

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

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

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

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

Ash logs, Branches, and Roots

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

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

Burning is optional if in compliance with standard spec 201.3.

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

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

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

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

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

Furnishing and Planting Plant Materials

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

Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at www.datcp.state.wi.us. subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the following address:

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

Regulated Items

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

11. Erosion Control.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP fourteen (14) calendar days prior to the pre-construction conference. Provide one copy of the ECIP to WisDOT and one copy of the ECIP to the WDNR Liaison (*Craig Webster, 262-574-2141*). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within five calendar days after placement of topsoil. If graded areas are left exposed for more than 48 hours, seed those areas with temporary seed.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

When performing saw cutting operations, squeegee the saw cut slurry to the curb apron, and remove this material as approved by the engineer.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 48 hours, seed the stockpile with temporary seed.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

12. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

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

Both the department and Village of Mt. Pleasant personnel will inspect construction of sanitary sewer under this contract. However, construction staking, testing, and acceptance of the sanitary sewer construction will be by the Village of Mt. Pleasant.

14. Traffic Signals, General.

Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor's expense. Also, any additional disruption of department-owned facilities shall be repaired or relocated as needed at the contractor's expense.

Notify the department's Electrical Field Unit at (414) 266-1170 at least three weeks prior to the beginning of the traffic signal work.

Furnish the engineer with material lists and specifications of all traffic control equipment for approval prior to installation.

15. Adjusting Manhole Covers.

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Revise standard spec 611.3.7 by deleting the last paragraph.

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

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.
611-005 (20030820)

16. 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://wisconsinindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

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

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
 Gradation..... AASHTO T 27
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.

- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review

according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

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

- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20151210)

17. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

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

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

B.3.2.2 Correlation Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.

- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

Table 1

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

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

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

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

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.

- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

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

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.

- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
460-020 (20100709)

18. Pedestrian Push Buttons.

Replace standard spec 658.2.5 with the following:

Furnish freeze-proof ADA compliant pedestrian push buttons made by a department-approved manufacturer. The contractor shall place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

19. Signal Housings.

Replace standard spec 658.2.3.2(1) with the following:

Furnish polycarbonate resin housings, doors, and visors. Use yellow, Federal Standard 595 – FS13538, housings and dull black door faces and visors. For 16-inch heads, mounts a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mountings with the ability to rotate 270 degrees on the poly mounting brackets.

20. Pedestrian Signal Face 16-Inch.

Append standard spec 658.3.4(3) with the following:

Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

21. Traffic Signal Faces.

Append standard spec 658.3.2(3) with the following:

Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

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

A Description

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

B (Vacant)

C Construction

C.1 Equipment

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

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

C.2 Methods

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

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

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

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

D Measurement

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

E Payment

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

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

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

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

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a WDNR-licensed landfill facility. The closest WDNR-licensed landfill facilities are:

Republic Kestrel Hawk Landfill
1989 Oakes Road
Racine, WI 53406
(262) 884-7081

Advanced Disposal Emerald Park Landfill
W124 S10629 124th Street
Muskego, WI 53150
(414) 529-1360

Waste Management Metro Landfill
10712 South 124th Street
Franklin, WI 53132
(414) 529-6180

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

A.2 Notice to the Contractor – Contaminated Soil Location

The department and others completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that soil contaminated with petroleum volatile organic compounds (PVOCs) and/or polynuclear aromatic hydrocarbons (PAHs) and groundwater contaminated with metals is present at the following locations as shown on the plans where excavation is required:

- STH 31 Station 105+79 to 107+30, from the reference line to project limits left, from 4' bgs to 6' bgs. Soil contains PAHs and must be managed. Approximately 45 cubic yards (approximately 75 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.
- STH 31 Station 107+30 to 109+00, from the reference line to project limits left, from 4' bgs to 10' bgs. Soil contains PVOCs and must be managed. Approximately 30 cubic yards (approximately 50 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.

- Intersection of STH 31 and STH 20. Groundwater contains metals and must be managed if dewatering is required to facilitate construction.

Directly load soil excavated by the project at the above location into a truck that will transport the soil to a WDNR-licensed landfill facility.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. If dewatering is required at any of the above locations, conduct the dewatering according to Section C below.

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities at these sites contact:

Name: Mr. Andrew Malsom
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone: (262) 548-6705
Fax: (262) 548-6891
E-mail: Andrew.Malsom@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: Natural Resource Technology (NRT)
Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204
Contact: Mr. Mark Walter, PE
Phone: (414) 837-3563
Fax: (414) 837-3608
E-mail: mwalter@naturalrt.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the landfill facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein;
4. Obtaining the necessary approvals for disposal of contaminated soil from the landfill facility;
5. Providing contractor with groundwater sampling results to facilitate contractor's coordination of approvals with the City of Racine WasteWater Utility for groundwater management, if necessary.

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

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the WDNR-licensed landfill facility that will be used for bioremediation and/or disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for bioremediation and/or disposal of contaminated soils. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

Contractor shall be responsible for obtaining the necessary approvals and coordinating disposal of water with the City of Racine WasteWater Utility, if necessary.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil contaminated with PVOCs and PAHs. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

The environmental consultant will periodically monitor soil excavated from the contaminated areas. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite disposal to the WDNR-licensed landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

If dewatering is required in areas of known contamination, water generated from dewatering activities will likely contain PVOCs, PAHs, and/or metals. Such water may, with approval of the City of Racine WasteWater Utility, be discharged to the sanitary sewer or at the City of Racine WasteWater Utility directly as follows:

Meet all applicable requirements of the City of Racine WasteWater Utility including the control of suspended solids. Perform all necessary monitoring to document compliance with this facility's requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with this facility's requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in the contaminated areas are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil accepted by the WDNR-licensed landfill facility as documented by weight tickets generated by the landfill facility.

E Payment

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. Management and disposal of contaminated water is considered incidental to other bid items in the contract. The department will not pay directly for management and disposal/treatment of contaminated water.

205-003 (20150630)

**24. Concrete Pavement Partial Depth Repair Joint Repair, Item 416.0750.S;
Crack Repair, Item 416.0752.S.**

A Description

This special provision describes removal of deteriorated concrete, furnishing, placing and curing concrete to the original slope and grade, and reestablishing cracks or joints at areas shown on the plans and as directed by the engineer, all according to the requirements of the plans, the standard specifications, and as hereinafter provided.

The item Concrete Pavement Partial Depth Repair Joint Repair consists of removing deteriorated concrete at the areas designated in the plans, furnishing, placing, and curing concrete to the original slope and grade, and reestablishing joints.

The item Concrete Pavement Partial Depth Repair Crack Repair consists of removing deteriorated concrete at the areas designated in the plans, furnishing, placing, and curing concrete to the original slope and grade, and reestablishing cracks.

The item Concrete Pavement Partial Depth Repair Surface Repair consists of removing deteriorated concrete at the areas designated in the plans, furnishing, placing, and curing concrete to the original slope and grade.

The item Concrete Pavement Partial Depth Repair Full Depth Adjustment consists of removing deteriorated concrete at the areas designated in the plans, furnishing and installing required pavement tie, furnishing, placing, and curing concrete to the original slope and grade, and reestablishing joints.

A.1 General

In advance of the beginning of the rehabilitation operation, establish traffic control for rehabilitation surveys and marking of locations.

Any removal and replacement of existing asphaltic concrete pavement in conjunction with the concrete pavement operations shall be incidental work for which no direct payment will be made unless otherwise shown in the plan.

Perform the removal operation in a manner that precludes damage to the remaining pavement. Any damage to the in-place concrete pavement by the contractor's operations, shall be repaired prior to acceptance as directed by the engineer and at no expense to the department.

Milling is generally completed with one pass of the milling machine. The nominal width of Joint Repair or Crack Repair shall not exceed 12 inches (305 mm). Any repair area required, beyond the nominal 12-inch (305 mm) width will be paid for as Surface Repair. The length of Full Depth Adjustment, along the transverse joint, from the nearest longitudinal joint, shall not be greater than 18 inches (458 mm).

If during removal operations it is determined that a full-lane width, full-depth repair is required, the contractor will receive partial payment for a measured quantity of the intended repair item, and the work shall be completed under the item of Concrete Pavement Repair, Item 416.0710. If after milling a transverse joint deteriorated concrete exists greater than 4 inches wide and 6 feet in length, the joint shall be converted to a full-depth Concrete Pavement Repair.

Do not place repair concrete when the ambient air temperature is below 50° F (10° C), except as permitted by the engineer. When the ambient air temperature is below 50° F (10° C) the engineer may require covering during the initial curing period.

Partial depth repair areas should be inspected for possible debonding, by chain dragging or other suitable procedure, before opening to public traffic. Debonded repairs must be removed and replaced.

Opening of pavement repairs to traffic will be controlled by cylinder tests, as set forth in standard spec 415.3.15.

Replace any area of the asphaltic shoulder damaged during the pavement removal operations under this item with a commercially produced asphaltic patching material to the elevation of the adjacent shoulder.

At no expense to the department, remove and replace any areas of failure that appear within one month of the original repair, or any subsequent repair, including traffic control. Failures include but may not be limited to loss of bonding to the in-place concrete, spalling, or crack apparent in the repair other than the desired crack in the newly constructed joint or reestablished crack.

A.2 Equipment

Use only concrete milling machines that are equipped with a device for stopping at preset depths to prevent damage to dowel bars. Additionally, shroud the equipment to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use air chippers or breakers for chipping the old concrete surface that have a total weight not exceeding 30 lb. (13.6 kg) and are equipped with flat, chisel-type points that have cutting edges not less than .75 inch (19 mm) or greater than 3 inches (76.2 mm) wide.

Use concrete mixing equipment that provides material of uniform consistency. Do not prepare site-mixed concrete more than ½ hour prior to placement. Do not prepare ready-mixed concrete more than 1 hour prior to placement.

Use mechanical vibrators that are capable of operating at frequencies sufficient to achieve thorough and uniform consolidation, but not less than 7000 impulses per minute. Have available at least one spare vibrator, in working order and of sufficient frequency, on the work site before concrete placement is started.

B Materials

All materials used in the work shall conform to the requirements specified for the class of material named.

B.1 Concrete

The replacement concrete shall comply with the standard specifications except as modified below. It shall be furnished, placed, and cured according to the provisions in the plans, specifications, and contract.

Use the following proportions for 1 cubic yard (cubic meter) of concrete:

850 lb. (505 kg) Portland Concrete (Type 1 or Type III)

1338 lb. (794 kg) Fine Aggregate (Per standard specifications except max'm
P200=2.5%)

1338 lb. (794 kg) Coarse Aggregate (See table below for gradation)

* These quantities assume a specific gravity of 2.65.

Coarse Aggregate Gradation

| Sieve | % Passing | |
|-------|-----------|-------|
| 3/8 | (9.5 mm) | 100 |
| #4 | (4.75 mm) | 55-95 |
| #50 | (300 µm) | 0-5 |
| #200 | (75 µm) | 0-1.0 |

Maximum slump shall be 1 inch (25 mm).

Air Content shall be 6% ±1.5%

ASTM C494 Type A admixture shall be used, unless Type E is used.

ASTM C494 Type E admixture may be used, according to the manufacturer's recommendations, to achieve the required opening strength in the desired time period. Dosage will vary with ambient temperature and desired opening time.

The use of more than 50% of the maximum manufacturer's recommended dosage of Type E admixture will require the concrete to be sprayed with curing compound and covered with wet burlene.

B.2 Compression Relief Material

Provide compression relief material that is made of a rigid, compressible, non-absorbent material.

B.3 Bonding Agent

Use bonding grout that consists of equal portions of Portland cement and sand, mixed with sufficient water to form a slurry having the consistency of thick cream.

B.4 Concrete Curing Agent

Provide a concrete curing agent that is a resin of 100 percent poly-alpha-methylstyrene type curing compound meeting ASTM C309, Type 2, Class B specifications and conforming to all requirements according to the following table:

| Properties | Minimum | Maximum |
|--|--------------------------|----------------|
| Total Solids, % by weight of compound | 42 | |
| Reflectance in 72 hours (ASTM E1347 | 65 | |
| Loss of Water, kg/m ² in 24 hours (ASTM C156) | | 0.15 |
| Loss of water, kg/m ² in 72 hours (ASTM C156) | | 0.40 |
| Settling Test, ml/100 ml in 72 hours 1 | | 2 |
| V.O.C. Content, g/L | | 350 |
| Infrared Spectrum, Vehicle ² | 100% alpha-methylstyrene | |

¹ Test Method on file at the department's Materials Testing Lab.

² The infrared scan for the dried vehicle from the curing compound shall match the infrared scan on file at the department's Materials Testing Lab.

Shelf life of the product shall be six months from date of manufacture. The product may be re-tested by the department's Materials Testing Lab and re-approved, if the physical and chemical properties have not changed, for an additional six months. However, the maximum shelf life shall not exceed one year from manufacture date.

C Construction

Remove the concrete by milling to the depths and dimensions as shown on the plan or as determined by the engineer, or both.

Milling may be accomplished either longitudinally or transversely to the joint, crack, or edge. The removal process must not damage dowel bars. In the event a dowel bar exhibits excessive corrosion, cut, or burn-off the bar.

The removal of the concrete surface in the designated repair areas shall have a minimum depth of 2 inches (50.8 mm) with all deteriorated concrete removed to a maximum depth of one-half the pavement thickness, or the top of the dowel bars. Using air chippers, remove all cracked or deteriorated concrete exposed after milling to sound concrete. Chipping at the milled surface of the crack or joint shall be a minimum 2 inches wide and shall be at a 1:1 slope.

When dowel bars are present, take precaution not to disturb unsound concrete below the tops of the dowels. If some of this unsound material is accidentally blown out during the cleaning process, fill in the voids with clean, dry sand.

Use air chippers only for final preparation of the repair area.

Storage of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed pavement shall become the property of the contractor and disposed of according to standard spec 204.3.1.3.

Install pavement ties according to standard spec 416.3.6.

Sandblast all exposed surfaces within 24 hours prior to concrete placement. If it rains prior to concrete placement, sandblast the repair areas again. Additionally, clean the repair areas of loose material by air blasting before applying the bonding grout.

Coat exposed surfaces of dowel bars to prevent bonding between the bar and the repair concrete. Take precaution to prevent contamination of existing concrete in the repair area.

Place compression relief material to maintain the continuity of the existing crack or to reestablish the joint in a full-depth adjustment. Install compression relief material such that it remains in position and is tight to all edges during placement of the repair concrete. During concrete placement and vibrating, keep the compression relief material in contact with the bottom of the repair area. To ensure that cracks are reestablished in their original locations, scribe their locations on the adjoining pavement outside the removal area, prior to removal operations.

Reestablish cracks and joints to a ¼-inch width, or to the existing crack or joint width, whichever is greater.

Immediately prior to placing the concrete, coat the repair surface with bonding grout. The surface shall be completely dry for at least one-half hour before coating with bonding grout. If the surface isn't completely dry, dry the surface using heat to remove all moisture from the repair surface. Mix the grout by mechanical means and thoroughly brush it over the prepared concrete surface to ensure that all parts receive an even coating. No excess grout shall be permitted to collect in pockets. Place grout within 1½ hours of mixing. If the grout whitens, sandblast, and re-grout.

Vibrate concrete as necessary to uniformly and thoroughly consolidate the entire mass of fresh concrete without causing segregation of the aggregates or the formation of localized areas of grout.

Concrete repairs shall not protrude beyond the original cross-section of the pavement by more than 3/8 inch (9.5 mm). The edges shall be formed or sawn full-depth.

Strike-off the surface of the repaired area flush with the adjacent concrete and finish the surface to a uniform texture, true to grade and cross section and free from porous areas. As a final finishing operation, float the concrete toward the edges of the repair.

While the concrete is still plastic, the repair shall be tested for trueness with a straightedge.

Reestablish cracks using compression relief material to or beyond the surface of the repair. Initially reestablish joints in plastic concrete by using a jointing tool. Establish tooled joints to a minimum depth of 2 inches. Tooled edges shall be provided, adjacent to all compression relief material, in fresh concrete. Complete the removal of excess compression relief material above the pavement surface without damage to the repair area. The method of removal will be reviewed and approved by the engineer prior to any removal.

Surface texturing, if required by the engineer, shall consist of a broomed finish in the long dimension direction of the repair.

Apply curing compound to the fresh concrete as soon as possible. Apply the compound uniformly, at a minimum rate of one gallon per 100 square feet (0.41 L/m²).

Restore joints by sawing. Saw the joints in a single cut, to the width and depth shown on the plans, and according to standard spec 415.3.9.

Thoroughly clean the joint or crack after sawing to remove loose compressible material.

D Measurement

The department will measure Concrete Pavement Partial Depth Repair Joint Repair; Concrete Pavement Partial Depth Repair Crack Repair; and Concrete Pavement Partial Depth Repair Edge Repair by the linear foot, acceptably completed.

The department will measure Concrete Pavement Partial Depth Repair Surface Repair and Concrete Pavement Partial Depth Repair Full Depth Adjustment in area by the square foot, 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 |
|-------------|---|------|
| 416.0750.S | Concrete Pavement Partial Depth Repair Joint Repair | LF |
| 416.0752.S | Concrete Pavement Partial Depth Repair Crack Repair | LF |

If a Partial Depth Repair item is changed, by the engineer, to a full-depth repair, the contractor shall be paid at a measured quantity of 40 percent of the intended repair plus the full cost for Full Depth Repair.

Payment for Concrete Pavement Partial Depth Repair Joint Repair, and Concrete Pavement Partial Depth Repair Crack Repair, are full compensation for removing the concrete; disposing of materials; furnishing and placing sand where required; furnishing and placing compression relief material where required; furnishing and placing preformed joint filler where required; placement and curing of the concrete; and for reestablishing cracks or joints. 416-015 (20160607)

25. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------|------|
| 611.8120.S | Cover Plates Temporary | EACH |

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

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

611-006 (20151210)

26. Traffic Control Surveillance and Maintenance 2390-09-70, Item 643.0200.S.01.

A Description

This special provision describes providing personnel to inspect and maintain the traffic control devices, furnished, and installed, in proper condition.

B Materials

Provide one person, called the traffic control specialist, all necessary vehicles, equipment, tools, and repair materials. Provide other personnel to accomplish the inspection and maintenance if needed.

C Construction

Inspection and maintenance includes all traffic control signs or devices included in the contract, including those on detour routes. Begin when the first traffic control sign or device is put into operation and end when the last traffic control sign or device is removed from operation.

1. Ensure that the traffic control specialist inspects the traffic control signs and devices at least twice each workday and once each non-workday with at least one of the daily inspections during daytime. Separate inspections done on workdays by at least 8 hours or the amount of time from the beginning to the end of that day's work operations, whichever is less. During each inspection, clean, repair, or replace each traffic control sign or device not performing as intended, as necessary.
2. Ensure that the traffic control specialist inspects each reflective traffic control sign or device at least once each week during hours of darkness. View the signs and devices using low beam vehicle headlights to ensure reflectorization is unimpaired. Clean, repair, or replace each reflectorized traffic control sign or device not performing as intended, as necessary, before sunset of the next calendar day, or as the engineer directs otherwise.
3. Ensure that the traffic control specialist meets once each workday with the department representative responsible for traffic control on the project to discuss possible problems with the traffic control.
4. Ensure that the traffic control specialist submits a written report weekly to the engineer documenting both daytime and nighttime inspections.
5. Make the control specialist, or other contractor-designated person, available 24 hours per day, 7 days per week to clean, repair, or replace traffic control devices not performing as intended throughout the period traffic control signs and devices are operating under this contract. Provide to the engineer, the County Sheriff, and the State Patrol Region Headquarters responsible for that county the telephone number to contact the control specialist or other contractor-designated person. Ensure that the control specialist, or other designated person, is able to reach any location within the contract limits, or on detour routes, within 2 hours of being contacted, and can promptly accomplish the necessary cleaning, repair, or replacement.

D Measurement

The department will measure the Traffic Control Surveillance and Maintenance bid items by the day, acceptably completed. The measured quantity will equal the number of calendar

days from the date the first traffic control sign or device is placed into operation through the date the last traffic control sign or device is removed from operation.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| 643.0200.S.01 | Traffic Control Surveillance and Maintenance 2390-09-70 | DAY |

Payment is full compensation for Payment for the Traffic Control Surveillance and Maintenance bid items is full compensation for providing all labor, materials, tools, equipment, vehicles, and incidentals, including reports and telephone charges, necessary to complete the work; and for partially or fully covering or uncovering signs not paid separately under the Traffic Control Covering Signs bid items. The department will not pay for replaced traffic control signs or devices under this bid item; replacement is incidental to the respective contract bid item or items.

643-016 (20160607)

27. Temporary Pedestrian Surface Plate, Item 644.1430.S.

A Description

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

B Materials

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

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

C Construction

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

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

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

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

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

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------------|------|
| 644.1430.S | Temporary Pedestrian Surface Plate | SF |

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

644-010 (20150630)

28. Temporary Curb Ramp, Item 644.1601.S.

A Description

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

B Materials

Furnish materials as follows:

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

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

C Construction

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

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

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------|------|
| 644.1601.S | Temporary Curb Ramp | EACH |

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

644-020 (20150630)

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

A Description

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

B Materials

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

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

C Construction

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

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

D Measurement

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

E Payment

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

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

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

644-025 (20150630)

30. Pavement Marking Late Season, Item 646.0900.S.**A Description**

This special provision describes providing and maintaining late season pavement marking as specified in standard spec 646.3.1.4.

B Materials

Use any pavement marking material from the department's approved products list.

C Construction

Provide and maintain late season marking conforming to standard spec 646.3.1.

D Measurement

The department will measure Pavement Marking Late Season by the linear foot of 4-inch wide line, acceptably completed. The department will not measure work required because of delays that are not the department's responsibility under standard spec 108.10.3.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------|------|
| 646.0900.S | Pavement Marking Late Season | LF |

Payment for Pavement Marking Late Season is full compensation for providing, maintaining, and removing late season temporary marking; and for resealing areas of protective surface treatment on structures as required in standard spec 646.3.1.1. All costs

for late season marking required because of delays that are not the department's responsibility under standard spec 108.10.3 are incidental to the contract.
646-010 (20110615)

**31. Removing Pavement Markings Water Blasting, Item 646.0690.S;
Removing Special Pavement Markings Water Blasting, Item 647.0990.S.**

A Description

This special provision describes removing pavement markings by water blasting. Conform to standard spec 646 and 647 as modified in this special provision.

B (Vacant)

C Construction

Use water blasting to remove the following:

- Markings in areas of temporary traffic shifts.
- Markings on bridge decks.
- Temporary markings on the final pavement surface.
- Where existing pavement is to remain and existing markings are in conflict with the final condition.
- Other locations as shown on the plan or directed by the engineer.

Completely remove pavement marking using a truck mounted ultra high pressure pump and water tank capable of delivering a minimum of 30,000 psi and up to 40,000 psi to waterjet nozzles. Use equipment with a vacuum recovery system that contains wastewater and debris to provide a clean, damp-dry surface, without a secondary cleanup operation. Do not scar or damage the pavement during the removal process. Limit water blasting to when the ambient temperature is at least 36 F and rising.

Properly dispose of the accumulated material off site.

D Measurement

The department will measure Removing Pavement Markings Water Blasting by the linear foot, up to a single 8-inch wide line, acceptably completed.

The department will measure Removing Special Pavement Markings Water Blasting as each individual arrow, symbol, or word, acceptably removed. The department will count removing an RXR symbol as three individual symbol removals.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| 646.0690.S | Removing Pavement Markings Water Blasting | LF |
| 647.0990.S | Removing Special Pavement Markings Water Blasting | EACH |

Payment is full compensation for removal and disposal of all materials.
646-075 (20160607)

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

A Description

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

B Materials

Use nonmetallic 2-inch conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

C Construction

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

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------------|------|
| 652.0700.S | Install Conduit Into Existing Item | EACH |

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

652-070 (20100709)

33. Electrical Service Meter Breaker Pedestal STH 31 & STH 20, Item 656.0200.01; STH 31 & Newman Road, Item 656.0200.02; STH 31 & CTH C, Item 656.0200.03; STH 31 & CTH MM, Item 656.0200.04.

Append standard spec 656.2.3 with the following:

(2) The department will be responsible for the electric service installation request for any department maintained facility. Notify the maintaining authority of the signal is not state maintained that it is their responsibility to arrange for the electrical service installation.

(3) Electric utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

(4) Install the cabinet base and meter breaker pedestal first, so the electric utility company can install the service lateral. Install a 3-inch conduit from the point of service from the utility to the meter breaker pedestal. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electric utility company.

Append standard spec 656.5(8) with the following:

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

34. Temporary Traffic Signals for Intersections STH 31 & STH 20, Item 661.0200.01; STH 31 & Newman Road, Item 661.0200.02; STH 31 & CTH C, Item 661.0200.03; STH 31 & CTH MM, Item 661.0200.04.

Add the following to standard spec 661.2.1:

(5) Coordinate with the Traffic Control contractor for the installation of temporary stop signs during switch over of the signal service whenever a generator is used. Placement of signs shall be according to the MUTCD, Signing Guidelines Manual and Work Zone Safety Guide.

(6) Furnish all temporary traffic signal equipment as shown on the plan. All wood poles shall be plumb and level. Provide primary and secondary temporary traffic signal contact names and phone numbers who will be responsible for implementing temporary traffic signal timing changes. The department may request traffic signal timing changes to an approved timing plan during the project. Implement any approved timing plan change within 24 hours upon notification of the change. Immediately notify the department of implementation of temporary traffic signal timing changes. Record the times of operation of the incident timing and subsequent return to normal operation and provide this information to the department.

(7) Furnish pedestrian signal faces as shown in the plans, according to standard spec 658.2.3.

(8) Furnish pedestrian push buttons as shown in the plans, according to standard spec 658.2.5.

Add the following to standard spec 661.3.1:

(4) Install pedestrian signal faces on the wood pole or wood post as the plans show. Maintain the height to the bottom of the pedestrian signal face as indicated in SDD Traffic Signal Standard Poly Bracket Mountings (Typical) 13 FT. or 15 FT.

(5) Install pedestrian push buttons according to standard spec 658.3.5. Mount push buttons so that they are wheelchair accessible from the crossing areas and according to MUTCD Chapter 4.

Replace standard spec 661.3.1.1(2) with the following:

(2) Place the pole in the ground to no less than 1/5 of the pole's length as the plans show. Sawcut existing pavement and concrete curb and gutter as needed to install the wood poles and guy wire anchors. Sawcut existing pavement according to the pertinent provisions in standard spec 690.3, Construction. Remove pavement and concrete curb and gutter as shown on the plans and if needed to install the wood poles and guy wire anchors. Remove only as much pavement as needed to install the wood poles. Remove pavement and curb and gutter according to the pertinent provisions in standard spec 204.3, Construction. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work.

Replace standard spec 661.3.1.4(1) with the following:

(1) Arrange for every other week inspections with the engineer to check the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 1-hour of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each every other week inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide all documentation related to the every other week span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.

Replace standard spec 661.5(2) with the following:

(2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; and for removal. Payment also includes the following:

1. Furnishing and installing the replacement equipment.
2. The cost of delivery and pick-up of the cabinet assemblies.
3. All utility charges for installation, disconnection, and energy service through project completion.
4. Site restoration.
5. Traffic signal controller programming and timings (including timing changes).

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for performing any and all maintenance related to the temporary traffic signal installation; and for cleaning up and properly disposing of waste.

35. Grabber Cones, Item SPV.0045.01.

A Description

This special provision describes furnishing and installing traffic control Grabber Cones as supplementary traffic control devices.

B Materials

Furnish nonmetallic UV resistant 42-inch Grabber Cones conforming to standard spec 643 that are fluorescent orange in color with 4-inch or 6-inch reflective collars and a recessed bolt hole fabricated to accept Type C (steady burn) or Type A (low intensity flashing) warning lights. The Grabber Cone shall have a detachable rubber base that is a minimum of 16 lbs in weight. Provide reboundable reflective sheeting for the collars meeting standard spec 643.2. Grabber Cones will be safety compliant and conform to a NCHRP-350 Test Level 3 or the Manual for Assessing Safety Hardware (MASH) and meet the criteria for acceptable devices in the American Traffic Safety Services Association (ATSSA) publication 'Quality Guidelines for Temporary Traffic Control Devices'. Devices the ATSSA guide defines as unacceptable will not be allowed.

C Construction

Install Grabber Cones according to standard spec 643 and Part 6 of the MUTCD.

D Measurement

The department will measure Grabber Cones by the Day as each individual installed and removed, 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.0045.01 | Grabber Cones | DAY |

Payment is full compensation for providing, installing, moving and removing Grabber Cones including the base weights.
SER-643.2 (20160831)

36. Adjusting Sanitary Manhole, Item SPV.0060.20.

A Description

This special provision describes adjusting sanitary sewer manholes, including installation of frame and cover, and external chimney seal. The manholes shall be adjusted to the finished grade of asphaltic overlay. All work will be completed according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW).

This item applies to structures lowered less than 6 inches or raised less than 12 inches.

B Materials

B.1 Manhole Frame and Covers

Manhole frame and covers shall be salvaged and reused identified in the plans. New manhole frame and covers shall be provided where identified in the plans. New manhole frames and covers shall be provided by the Village of Mount Pleasant. Contact Mount Pleasant Sewer Utility 10 days in advance for delivery of new frames and covers. The village contact is Robert Schroeder, (262) 497-8800.

B.2 Adjusting Rings

Adjustment rings shall be HDPE, as defined in ASTM specification D-4976. Remove and replace any existing damaged adjusting rings and replace with new HDPE adjusting rings. Existing concrete adjusting rings free of cracks or other defects may be left in place. Adjusting rings and manhole frames shall be set with ¼ inch thick layer of butyl rubber sealant spread over the entire surface of the top of the cone and all adjusting rings. The butyl rubber sealant shall be EZ-Stik, Kent Seal butyl base sealant or approved trowelable grade approved equal.

B.3 Manhole

Precast manholes and cones shall conform to ASTM Specifications, C478, latest revision.

B.4 Manhole Seal

Frame seals shall consist of a flexible external rubber sleeve and extension and stainless steel compression bands, all conforming to the following requirements:

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

The rubber sleeve shall be corrugated, with a minimum thickness of 3/16 inches and shall be available in unexpanded vertical heights of 6 and 9 inches. The top section of the sleeve shall contain multiple sealing fins and be designed to extend both over and under the manhole frame's base flange, thereby allowing it to be mechanically locked to the frame. The bottom section of the sleeve shall contain an integrally formed compression band recess and a series of sealing fins to facilitate a watertight seal.

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

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

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

C Construction

C.1 General

The location of existing sanitary sewer manholes to be adjusted is shown on the plans. Adjust all existing concrete block manholes to finished grade by removing frame and adding or removing adjusting rings, concrete brick, concrete block, or other material. Take appropriate precautions to prevent gravel and other materials from falling into the manhole. All materials that fall into the manhole shall be removed by the contractor. Install external chimney seal according to manufacturer's recommendations.

C.2 Surface Preparation

After removing the manhole casting and adjusting devices, clean the casting and manhole mating surfaces to remove all loose mortar and other substances. A smooth sealing surface is required. Realign the casting if offset more than approximately 2 inches from the chimney.

D Measurement

The department will measure Adjusting Sanitary Manhole as a unit per each adjustment, 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.0060.20 | Adjusting Sanitary Manhole | EACH |

Payment is full compensation for salvaging, furnishing, and installing all materials including adjusting rings, concrete, and external chimney seals; for excavating, backfilling, and compacting; for disposing of surplus materials, and for cleaning out and restoring the structure.

37. Reconstructing Sanitary Manhole, Item SPV.0060.21.

A Description

This special provision describes adjusting sanitary sewer manholes, including installation of frame and cover, and external chimney seal. The manholes shall be reconstructed to the finished grade of asphaltic overlay. All work will be completed according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW).

This item applies to structures lowered more than 6 inches or raised more than 12 inches.

B Materials

B.1 Manhole

Manhole sections shall be constructed of precast reinforced concrete sections or concrete block.

Precast manholes and tops shall conform to ASTM Specifications, C478, latest revision. Solid concrete barrel block shall conform to Chapter 3.5.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

Salvaged materials in satisfactory condition may be reused as approved by the engineer. A flat-top slab may be substituted for the cone section.

B.1 Manhole Frame and Covers

Manhole frame and covers shall be salvaged and reused identified in the plans. New manhole frame and covers shall be provided where identified in the plans. New manhole frames and covers shall be provided by the Village of Mount Pleasant. Contact Mount Pleasant Sewer Utility 10 days in advance for delivery of new frames and covers. The village contact is Robert Schroeder, (262) 497-8800.

B.2 Adjusting Rings

Adjustment rings shall be HDPE, as defined in ASTM specification D-4976. Adjusting rings and manhole frames shall be set with 1/4-inch thick layer of butyl rubber sealant spread over the entire surface of the top of the cone and all adjusting rings. The butyl rubber sealant shall be EZ-Stik, Kent Seal butyl base sealant or approved trowelable grade approved equal.

B.3 Joints

Joints for precast manholes shall meet the requirements of ASTM C-443, latest revision, except that the sealant shall be butyl rubber gasket, butyl rubber rope, or trowelable butyl rubber.

B.4 Steps

All manholes shall be installed with steps equally spaced vertically on center installed by the manufacturer. Steps shall be embedded into the riser or conical top section of the wall a minimum of 3 inches. Steps shall be according to Section 10 of ASTM C 497.

B.4 Manhole Seal

Frame seals shall consist of a flexible external rubber sleeve and extension and stainless steel compression bands, all conforming to the following requirements:

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

The rubber sleeve shall be corrugated, with a minimum thickness of 3/16 inches and shall be available in unexpanded vertical heights of 6 and 9 inches. The top section of the sleeve shall contain multiple sealing fins and be designed to extend both over and under the manhole frame's base flange, thereby allowing it to be mechanically locked to the frame. The bottom section of the sleeve shall contain an integrally formed compression band recess and a series of sealing fins to facilitate a watertight seal.

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

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

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

B.5 Granular Backfill

Use backfill granular as described in standard spec 209.2.

C Construction

C.1 General

The location of existing sanitary sewer manholes to be reconstructed is shown on the plans. Take appropriate precautions to prevent gravel and other materials from falling into the manhole. All materials that fall into the manhole shall be removed by the contractor. Install external chimney seal according to manufacturer's recommendations.

Precast structures shall be placed so that top of riser or cone section allows for 12 inches to 27 inches of adjusting rings.

Solid concrete block structures shall have barrel extend up to an elevation between 17 inches and 32 inches below finished grade. Install new steps in alignment with existing steps and at existing intervals.

C.2 Backfill

Backfill with granular backfill material. Compact with mechanical vibrating or impact tampers.

D Measurement

The department will measure Reconstructing Sanitary Manhole as a unit per each adjustment, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------------|------|
| SPV.0060.21 | Reconstructing Sanitary Manhole | EACH |

Payment is full compensation for salvaging, furnishing, and installing all materials including adjusting rings, masonry, and external chimney seals; for excavating, backfilling, and compacting; for disposing of surplus materials, and for cleaning out and restoring the structure.

38. Relocating Light Poles, Arms, and Luminares, Item SPV.0060.30.

A Description

This special provision describes removing a light pole, arm, and luminares, and reinstalling the pole at a new location according to pertinent provisions of standard spec 204,655, and 659.

B (Vacant)

C Construction

Inspect the pole prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Minimize the time between removal from the existing base and reinstallation on the new base. Bases will be paid as a separate item. Replace the existing bulb with a new one of the same type if the luminaire is not an LED type. If LED use LED Category C.

D Measurement

The department will measure Relocating Light Poles, Arms, and Luminares as each individual pole, acceptably removed and reinstalled.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.30 | Relocating Light Poles, Arms, and Luminares | EACH |

Payment is full compensation for furnishing all of the work required under this bid item.

39. Concrete Curb & Gutter 30-Inch Type A Special, SPV.0090.01.

A Description

This special provision describes constructing new Concrete Curb and Gutter adjacent to existing asphaltic overlay with a concrete base. Complete this work according to standard spec 601 and the construction detail as shown in the plans.

B Materials

Use materials as described in the construction detail shown in the plans and as described in standard spec 601.2.

C Construction

Perform this work according to standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter 30-Inch Type A Special 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.0090.01 | Concrete Curb and Gutter 30-Inch Type A Special | LF |

Payment is full compensation for preparing the foundation; all special construction required at driveway entrances or curb ramps; for providing all materials, including concrete, expansion joints, and tie bars in unhardened concrete; for placing, finishing, protecting, and curing concrete; and for sawing or hand finishing joints.

40. Fiber Optic Tracer Wire, Item SPV.0090.02.**A Description**

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

B Materials

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

C Construction

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

D Measurement

The department will measure Fiber Optic Tracer Wire in length by the linear foot of wire, measured along the centerline of the conduit.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------|------|
| SPV.0090.02 | Fiber Optic Tracer Wire | LF |

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

41. Fiber Optic Warning Tape, Item SPV.0090.03.

A Description

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

B Materials

Provide underground warning mesh that is constructed of polypropylene and is fluorescent orange in color. Provide 6-inch detectable marking tape that has the words “Buried Fiber Optic Cable” and is orange in color.

C Construction

Lay underground warning mesh above all underground conduits, 12-inches below grade. The width of the warning mesh shall be the same as the width of the trench. Lay directly above the underground warning mesh, a 6-inch detectable marking tape that has the words “Buried Fiber Optic Cable” and is orange in color.

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------|------|
| SPV.0090.03 | Fiber Optic Warning Tape | LF |

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

42. Milling and Removing Temporary Longitudinal Joint, Item SPV.0090.04.

A Description

This special provision describes the milling and removing of the lower layer and upper layer temporary longitudinal joint, including sweeping and cleaning of the affected area prior to the abutting pavement placement.

B (Vacant)

C Construction

Immediately prior to the placement of the adjoining lane, mill any temporary wedge joint to a true line with a face perpendicular to the existing asphaltic surface pavement.

The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Milling and Removing Temporary Longitudinal Joint by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0090.04 | Milling and Removing Temporary Longitudinal Joint | LF |

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials.

43. Remove Traffic Signals STH 31 & STH 20, Item SPV.0105.02; Remove Traffic Signals STH 31 & Newman Road, Item SPV.0105.03; Remove Traffic Signals STH 31 & CTH C, Item SPV.0105.04; Remove Traffic Signals STH 31 & CTH MM, Item SPV.0105.05.

A Description

This special provision describes removing existing traffic signals according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the

remaining materials to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, WI. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

DOT forces shall remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by DOT forces and will remain the property of the department.

D Measurement

The department will measure Remove Traffic Signals (Location) 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.0105.02 | Remove Traffic Signals STH 31 & STH 20 | LS |
| SPV.0105.03 | Remove Traffic Signals STH 31 & Newman Road | LS |
| SPV.0105.04 | Remove Traffic Signals STH 31 & CTH C | LS |
| SPV.0105.05 | Remove Traffic Signals STH 31 & CTH MM | LS |

Payment is full compensation for removing and disassembling traffic signals; for scrapping of some materials; for disposing of scrap material; and for delivering the requested materials to the department, and incidentals necessary to complete the contract work.

44. Install Fiber Optic Communications in Cabinet CB1 S51-0095, Item SPV.0105.06; CB1 S51-0849, SPV.0105.07; CB1 S51-0101, SPV.0105.08; CB1 S51-0210, SPV.0105.09.

A Description

This special provision describes installing fiber optic communications equipment in traffic signal cabinets.

B Materials

The department will furnish pre-terminated fiber optic patch panels and managed Ethernet switches. The materials will be provided with the traffic signal cabinet. The patch panels will have pre-terminated fiber optic cable pigtails. Provide two each 1-meter lengths of ST-ST single mode fiber jumper (2 fibers per jumper) from the patch panel to the Ethernet switch. Provide a 1-meter length of CAT-5e cable from the Ethernet switch to the controller. Provide a 1-meter length of CAT-5e cable from the Ethernet switch to the MMU Monitor. CAT-5e patch cords shall have factory pre-terminated RJ45 / 8P8C connectors on both ends per TIA/EIA T568B. Provide all patch panel, Ethernet switch, and Patch Panel attachment hardware.

Provide a 14 AWG XLP insulated, stranded, copper, 600 volt AC locate wire through the conduit run from the communication vault to the traffic signal cabinet. Connect the locate wire by using a silicone filled wire nut at each pull box, vault or other access point. Alternatively, use a single wire through the access points, leaving a 6 foot coil in each pull box, vault or other access point for splicing. All material under this item shall meet the requirements of standard spec 655.

C Construction

Install the patch panel and Ethernet switch on the side of the traffic signal cabinet opposite the electrical service at a location as approved by the engineer. With approval by the engineer, the Ethernet switch may be placed on a shelf near the patch panel. Install the pre-terminated fiber optic cable in conduit from the patch panel to the communication vault as specified in standard spec 678.3.1. Fiber optic cable ends shall be covered securely to protect open ends during installation. Leave the remainder of the fiber optic cable coiled in the communication vault.

Install the fiber jumpers and CAT-5e cable and provide a communications link from the communication vault to the controller. Install the CAT5-e cable from the MMU Monitor to the Ethernet switch.

Connect the locate wire by using a wire nut at each access point. Alternatively, use a single wire through the access points.

D Measurement

The department will measure Install Fiber Optic Communications in Cabinet (Location) as a single lump sum unit of work, in place and accepted.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0105.06 | Install Fiber Optic Communications in Cabinet CB1 S51-0095 | LS |
| SPV.0105.07 | Install Fiber Optic Communications in Cabinet CB1 S51-0849 | LS |
| SPV.0105.08 | Install Fiber Optic Communications in Cabinet CB1 S51-0101 | LS |
| SPV.0105.09 | Install Fiber Optic Communications in Cabinet CB1 S51-0210 | LS |

Payment is full compensation for installing pre-terminated patch panels, Ethernet switches, and fiber optic cable in conduit; furnishing and installing attachment hardware, fiber jumpers, CAT-5e cable, and locate wire.

- 45. Install State Furnished Traffic Signal Cabinet STH 31 & STH 20, Item SPV.0105.10; Install State Furnished Traffic Signal Cabinet STH 31 & Newman Road, Item SPV.0105.11; Install State Furnished Traffic Signal Cabinet STH 31 & CTH C, Item SPV.0105.12; Install State Furnished Traffic Signal Cabinet STH 31 & CTH MM, Item SPV.0105.13.**

A Description

This special provision describes the installing of the state furnished Traffic Signal Cabinet for traffic signals.

B Materials

Use materials furnished by the department including: the traffic signal controller and the traffic signal cabinet. The department will provide notification at the preconstruction meeting of the Traffic Signal Cabinet vendor and provide the vendor's contact information.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five working days prior to picking up the materials.

Provide all other needed materials in conformance with standard spec 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2.

Append standard spec 651.3.3 (6) with the following:

Operate the completed traffic signal installation for 30 days consecutively, using the specified signal sequence(s) and all special functions, such as preemption as the plans show or as specified by the engineer.

C Construction

Perform work according to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 except as specified below.

Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

Coordinate directly with the department's Traffic Signal Cabinet vendor to schedule the cabinet acceptance testing. Notify the department's Electrical Field Unit at (414) 266-1170 and participate in the acceptance testing. The department has the final determination of the cabinet acceptance testing date and time. The acceptance testing procedures will be provided by the department. The department shall not be responsible for project delays and costs due to the delays of delivery by the vendor or by the failure of the Traffic Signal Cabinet to pass acceptance testing.

D Measurement

The department will measure Install State Furnished Traffic Signal Cabinet (Location) as a single lump sum unit of work, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0105.10 | Install State Furnished Traffic Signal Cabinet STH 31 & STH 20 | LS |
| SPV.0105.11 | Install State Furnished Traffic Signal Cabinet STH 31 & Newman Road | LS |
| SPV.0105.12 | Install State Furnished Traffic Signal Cabinet STH 31 & CTH C | LS |
| SPV.0105.13 | Install State Furnished Traffic Signal Cabinet STH 31 & CTH MM | LS |

Payment is full compensation for installing and testing the Traffic Signal Cabinet; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit; and for clean-up and waste disposal.

46. **Transporting Signal and Lighting Materials STH 31 & STH 20, Item SPV.0105.14; Transporting Signal and Lighting Materials STH 31 & Newman Road, Item SPV.0105.15; Transporting Signal and Lighting Materials STH 31 & CTH C, Item SPV.0105.16; Transporting Signal and Lighting Materials STH 31 & CTH MM, Item SPV.0105.17.**

A Description

This special provision describes the transporting of department furnished materials for traffic signals and intersection lighting.

B Materials

Transport materials furnished by the department including: monotube poles, monotube arms, and luminaire arms (to be installed on monotube assemblies).

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials at least five working days prior to picking the materials up.

C (Vacant)

D Measurement

The department will measure Transporting Signal and Lighting Materials (location) as a single lump sum unit of work, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0105.14 | Transporting Signal and Lighting Materials STH 31 & STH 20 | LS |
| SPV.0105.15 | Transporting Signal and Lighting Materials STH 31 & Newman Road | LS |
| SPV.0105.16 | Transporting Signal and Lighting Materials STH 31 & CTH C | LS |
| SPV.0105.17 | Transporting Signal and Lighting Materials STH 31 & CTH MM | LS |

Payment is full compensation for transporting the monotube poles, monotube arms, and luminaire arms (to be installed on monotubes). Installation of these materials is included under a separate pay item.

47. Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & STH 20, Item SPV.0105.18; Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & Newman Road, Item SPV.0105.19; Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & CTH C, Item SPV.0105.20; Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & CTH MM, Item SPV.0105.21.

A Description

This work shall consist of furnishing, installing, maintaining and placing into operation a temporary non-intrusive vehicle detection system (NIVDS) as shown on the plans, and as directed by the engineer in the field.

B Materials

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets, mounting hardware, cable, terminations, interface panels, and all other incidentals for the installation of the non-intrusive vehicle detection equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

All detection equipment, components, and terminations supplied under this item shall be fully compatible with the temporary traffic signal controller supplied for the project. The system architecture shall fully support Ethernet networking of system components. All required interface equipment needed for transmitting and receiving data shall be provided with the NIVDS.

The NIVDS shall provide flexible detection zone placement anywhere and at any orientation. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. Detection zones shall be able to be overlapped for optimal road coverage.

C Construction

The temporary NIVDS shall be installed by supplier factory-certified installers and as recommended by the supplier and documented in installation materials provided by the supplier.

In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), the contractor shall be obligated to advise the engineer before setting the zone.

The non-intrusive vehicle detection system, as shown in the traffic signal construction plans, shall be complete, in place, tested, and in full operation during each stage of construction.

Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and with approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working properly and aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure the non-intrusive vehicle detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

D Measurement

The department will measure Temporary Non-Intrusive Vehicle Detection System for Intersections (Location) as a single complete lump sum unit of work per 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.0105.18 | Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & STH 20 | LS |
| SPV.0105.19 | Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & Newman Road | LS |
| SPV.0105.20 | Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & CTH C | LS |
| SPV.0105.21 | Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & CTH MM | LS |

Payment is full compensation for furnishing and installing the temporary non-intrusive vehicle detection system including cabling, mounting brackets, mounting hardware, terminations, interface panels, testing and set up; for periodic checking and resetting of detection zones; for periodic cleaning for dirt and dust build-up; and for removing all equipment at the completion of the project.

- 48. Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & STH 20, Item SPV.0105.22; Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & Newman Road, Item SPV.0105.23; Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & CTH C, Item SPV.0105.24; Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & CTH MM, Item SPV.0105.25.**

A Description

This special provision describes the transporting and installing of state furnished Emergency Vehicle Preemption (EVP) Detector Heads and EVP Detector Head Mounting Brackets.

B Materials

Pick up the state furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the state furnished materials at least five working days prior to picking the materials up.

C Construction

Install the EVP detector heads as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the Emergency Vehicle Preemption (EVP) Detector Heads.

D Measurement

The department will measure Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads (location) as a single lump sum unit of work in place, and acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0105.22 | Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & STH 20 | LS |
| SPV.0105.23 | Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & Newman Road | LS |
| SPV.0105.24 | Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & CTH C | LS |
| SPV.0105.25 | Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & CTH MM | LS |

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads and mounting brackets.

- 49. Remove Loop Detector Wire and Lead-in Cable STH 31 & STH 20, Item SPV.0105.26; Remove Loop Detector Wire and Lead-in Cable STH 31 & Newman Road, Item SPV.0105.27; Remove Loop Detector Wire and Lead-in Cable STH 31 & CTH C, Item SPV.0105.28; Remove Loop Detector Wire and Lead-in Cable STH 31 & CTH MM, Item SPV.0105.29.**

A Description

This special provision describes removing loop detector wire and lead-in cable. Removal shall be according to standard spec 204, as shown in the plans, and as hereinafter provided.

B (Vacant)

C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the loop detector wire and lead-in cable.

Remove and dispose of detector lead-in cable and loop wire for abandoned loops off the right-of-way.

D Measurement

The department will measure Remove Loop Detector Wire and Lead-in Cable (Location) 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.0105.26 | Remove Loop Detector Wire and Lead-in Cable STH 31 & STH 20 | LS |
| SPV.0105.27 | Remove Loop Detector Wire and Lead-in Cable STH 31 & Newman Road | LS |
| SPV.0105.28 | Remove Loop Detector Wire and Lead-in Cable STH 31 & CTH C | LS |
| SPV.0105.29 | Remove Loop Detector Wire and Lead-in Cable STH 31 & CTH MM | LS |

Payment is full compensation for removing, scrapping, and disposing of material and incidentals necessary to complete the contract work.

50. Removing Concrete Surface Partial Depth Special, Item SPV.0165.01.

A Description

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

B (Vacan)

C Construction

C.1 Equipment

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

C.2 Methods

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

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

D Measurement

The department will measure Removing Concrete Surface Partial Depth Special by the square foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0165.01 | Removing Concrete Surface Partial Depth Special | SF |

Payment is full compensation for removing the concrete and disposing of the materials.

51. Removing Surface Milling Special, Item SPV.0180.01.**A Description**

This special provision describes milling and removing the 3-inch asphalt surface overlay and 1-inch of the underlying concrete pavement along STH 20 and a portion of STH 31 as shown on the plans and according to standard spec 204, and as hereinafter provided.

B (Vacant)**C Construction****C.1 Equipment**

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

C.2

Remove existing asphalt surface and concrete pavement to a depth of 4 inches as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

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

Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment. The removed pavement shall become the property of the contractor. Properly dispose of it according to standard spec 204.3.1.3.

D Measurement

The department will measure Removing Surface Milling Special by the square yard of material removed, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|----------------------------------|------|
| SPV.0180.01 | Removing Surface Milling Special | SY |

Payment is full compensation for removing the asphaltic surface and a portion of the underlying concrete pavement and for disposing of materials.

52. Excavation, Hauling, and Disposal of VOC Contaminated Soil, Item SPV.0195.01.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of volatile organic compound (VOC) contaminated soil at a WDNR-licensed landfill facility. The closest WDNR-licensed landfill facilities are:

Republic Kestrel Hawk Landfill
1989 Oakes Road
Racine, WI 53406
(262) 884-7081

Advanced Disposal Emerald Park Landfill
W124 S10629 124th Street
Muskego, WI 53150
(414) 529-1360

Waste Management Metro Landfill
10712 South 124th Street
Franklin, WI 53132
(414) 529-6180

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

A.2 Notice to the Contractor – Contaminated Soil Location

The department and others completed testing for soil contamination for locations within this project where excavation is required. Testing indicated that soil contaminated with chlorinated VOCs are present at the following location where excavation is required, as shown on the plans where excavation is required:

- STH 31 Station 174+00 to 175+75, from the reference line to project limits left, and CTH C Station 398+00 to 400+00, from the reference line to project limits right, from 4' bgs to 6' bgs. Soil contains trichloroethene and must be managed as a non-hazardous waste. Approximately 45 cubic yards (approximately 75 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.

Directly load soil excavated by the project at the above location into trucks that will transport the soil to a WDNR-licensed landfill facility for disposal.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. If dewatering is required at the above location, conduct the dewatering according to Section C below.

The excavation management plan for this project has been designed to minimize the offsite treatment or disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities near this project contact:

Name: Mr. Andrew Malsom
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone: (262) 548-6705
Fax: (262) 548-6891
E-mail: Andrew.Malsom@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: Natural Resource Technology (NRT)
Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204
Contact: Mr. Mark Walter, PE
Phone: (414) 837-3563
Fax: (414) 837-3608
E-mail: mwalter@naturalrt.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the landfill facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein;
4. Obtaining the necessary approvals for disposal of contaminated soil from the landfill facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least 3 calendar days prior to commencement of excavation activities in the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the WDNR-licensed landfill facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than at the preconstruction conference. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of contaminated soils. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation and dewatering activities, expect to encounter soil contaminated with trichloroethene. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically monitor soil excavated from the contaminated areas. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The soil sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite disposal to the WDNR-licensed landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of trichloroethene-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

If dewatering is required in areas of known contamination, water generated from dewatering activities will likely contain VOCs. Such water may, with approval of the City of Racine WasteWater Utility, be discharged to the sanitary sewer or at the City of Racine WasteWater Utility directly as follows:

Meet all applicable requirements of the City of Racine WasteWater Utility including the control of suspended solids. Perform all necessary monitoring to document compliance with this facility's requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with this facility's requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in the contaminated areas are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

D Measurement

The department will measure Excavation, Hauling, and Disposal of VOC Contaminated Soil in tons of contaminated soil accepted by the WDNR-licensed landfill facility as documented by weight tickets generated by the landfill facility.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0195.01 | Excavation, Hauling, and Disposal of VOC Contaminated Soil | TON |

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. Management and disposal of contaminated water is considered incidental to other bid items in the contract. The department will not pay directly for management and disposal/treatment of contaminated water.

**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 5 (number) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [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 (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://wisconsindot.gov/Documents/doing-bus/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

 Phone: _____
 Fax: _____
 Email: _____

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

Please circle the jobs and items you will be quoting below

| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|---|---|---|---|---|---|---|
| County | | | | | | | |

WORK DESCRIPTION:

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

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

We prefer quotes be sent via SBN but prime's preferred 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

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

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

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

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

Within the Small Business Network, **Prime Contractors** can:

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

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

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on 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 Paul Ndon at (414) 438-4584 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 contact Paul Ndon. 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 February 2017 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF
TRANSPORTATION AND SYSTEM DEVELOPMENT**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I.** Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- II.** Payroll Requirements
- III.** Postings at the Site of the Work
- IV.** Wage Rate Distribution
- V.** Additional Classifications

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

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the 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 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

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 16.856 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 base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

The day before if January 1, July 4 or December 25 falls on a Saturday, and

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, euclid 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.

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 84.062 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 and accessible place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

V. ADDITIONAL CLASSIFICATIONS

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 (29CFR 5.5(a)(1)(ii)). 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:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170010 02/24/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/06/2017 |
| 1 | 02/03/2017 |
| 2 | 02/10/2017 |
| 3 | 02/24/2017 |

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 31.84 | 20.95 |
| ----- | | |
| BRWI0002-002 06/01/2016 | | |

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 37.04 | 19.70 |
| ----- | | |
| BRWI0002-005 06/01/2016 | | |

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 35.07 | 20.51 |
| ----- | | |
| BRWI0003-002 06/01/2016 | | |

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 32.22 | 20.57 |
| ----- | | |
| BRWI0004-002 06/01/2016 | | |

KENOSHA, RACINE, AND WALWORTH COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | | |
|---|----------|---------|
| BRICKLAYER..... | \$ 36.59 | 21.49 |
| ----- | | |
| BRWI0006-002 06/01/2016 | | |
| ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES | | |
| | Rates | Fringes |
| BRICKLAYER..... | \$ 33.04 | 19.75 |
| ----- | | |
| BRWI0007-002 06/01/2016 | | |
| GREEN, LAFAYETTE, AND ROCK COUNTIES | | |
| | Rates | Fringes |
| BRICKLAYER..... | \$ 33.53 | 20.95 |
| ----- | | |
| BRWI0008-002 06/01/2016 | | |
| MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES | | |
| | Rates | Fringes |
| BRICKLAYER..... | \$ 36.98 | 20.62 |
| ----- | | |
| BRWI0011-002 06/01/2016 | | |
| CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES | | |
| | Rates | Fringes |
| BRICKLAYER..... | \$ 32.22 | 20.57 |
| ----- | | |
| BRWI0019-002 06/01/2016 | | |
| BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES | | |
| | Rates | Fringes |
| BRICKLAYER..... | \$ 31.98 | 20.81 |
| ----- | | |
| BRWI0034-002 06/01/2015 | | |
| COLUMBIA AND SAUK COUNTIES | | |
| | Rates | Fringes |
| BRICKLAYER..... | \$ 32.86 | 17.22 |
| ----- | | |
| * CARP0087-001 05/01/2016 | | |
| BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES | | |
| | Rates | Fringes |
| Carpenter & Piledrivermen..... | \$ 36.85 | 18.39 |
| ----- | | |
| CARP0252-002 06/01/2016 | | |
| ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES | | |

| | Rates | Fringes |
|-----------------|----------|---------|
| CARPENTER | | |
| CARPENTER..... | \$ 33.56 | 18.00 |
| MILLWRIGHT..... | \$ 35.08 | 18.35 |
| PILEDRIVER..... | \$ 34.12 | 18.00 |

CARP0252-010 06/01/2016

ASHLAND COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| Carpenters | | |
| Carpenter..... | \$ 33.56 | 18.00 |
| Millwright..... | \$ 35.08 | 18.35 |
| Pile Driver..... | \$ 34.12 | 18.00 |

CARP0264-003 06/01/2008

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 30.52 | 14.41 |

CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 34.57 | 18.16 |

CARP2337-001 06/01/2008

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

| | Rates | Fringes |
|---------------|----------|---------|
| PILEDRIVERMAN | | |
| Zone A..... | \$ 27.25 | 19.46 |
| Zone B..... | \$ 24.47 | 19.46 |

ELEC0014-002 05/30/2016

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & 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

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 32.00 | 19.28 |

ELEC0014-007 05/30/2016

REMAINING COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| Teledata System Installer | | |
| Installer/Technician..... | \$ 24.35 | 13.15 |

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2016

KENOSHA COUNTY

| | Rates | Fringes |
|--------------------|----------|-----------|
| Electricians:..... | \$ 37.71 | 30%+10.02 |

ELEC0158-002 05/30/2016

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee 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

| | Rates | Fringes |
|--------------------|----------|---------------|
| Electricians:..... | \$ 30.50 | 29.50% + 9.57 |

ELEC0159-003 05/30/2016

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
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

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 36.50 | 20.39 |

ELEC0219-004 06/01/2015

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

| | Rates | Fringes |
|--|----------|---------|
| Electricians: | | |
| Electrical contracts over \$180,000..... | \$ 31.16 | 18.34 |
| Electrical contracts under \$180,000..... | \$ 28.96 | 18.26 |

ELEC0242-005 05/29/2016

DOUGLAS COUNTY

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 34.92 | 25.05 |

ELEC0388-002 06/01/2013

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area
West of a line 6 miles West of the West boundary of Oconto
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS
AND WOOD COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------------|
| Electricians:..... | \$ 28.96 | 24.85% + 9.70 |

ELEC0430-002 06/01/2016

RACINE COUNTY (Except Burlington Township)

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 36.07 | 21.84 |

ELEC0494-005 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Electricians:..... | \$ 36.01 | 24.00 |
| ----- | | |
| ELEC0494-006 06/01/2014 | | |

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Electricians:..... | \$ 29.64 | 20.54 |
| ----- | | |
| ELEC0494-013 06/01/2015 | | |

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Sound & Communications | | |
| Installer..... | \$ 16.47 | 14.84 |
| Technician..... | \$ 26.00 | 17.70 |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/30/2016

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, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Electricians:..... | \$ 30.68 | 17.28 |
| ----- | | |
| ELEC0890-003 06/01/2016 | | |

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

| | Rates | Fringes |
|-------------------------|----------|------------------|
| Electricians:..... | \$ 32.45 | 26.10% + \$10.56 |
| ----- | | |
| ELEC0953-001 07/01/2015 | | |

| | Rates | Fringes |
|---------------------|----------|------------|
| Line Construction: | | |
| (1) Lineman..... | \$ 42.14 | 32% + 5.00 |
| (2) Heavy Equipment | | |

| | | |
|------------------------------|----------|------------|
| Operator..... | \$ 40.03 | 32% + 5.00 |
| (3) Equipment Operator..... | \$ 33.71 | 32% + 5.00 |
| (4) Heavy Groundman Driver.. | \$ 26.78 | 14.11 |
| (5) Light Groundman Driver.. | \$ 24.86 | 13.45 |
| (6) Groundsman..... | \$ 23.18 | 32% + 5.00 |

 ENGI0139-005 06/01/2016

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| Group 1..... | \$ 39.27 | 21.80 |
| Group 2..... | \$ 38.77 | 21.80 |
| Group 3..... | \$ 38.27 | 21.80 |
| Group 4..... | \$ 38.01 | 21.80 |
| Group 5..... | \$ 37.72 | 21.80 |
| Group 6..... | \$ 31.82 | 21.80 |

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour
 EPA Level "B" protection - \$2.00 per hour
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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.

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 jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (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 & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator 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 Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER..... | \$ 30.86 | 25.42 |
| Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. | | |

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER..... | \$ 33.15 | 25.42 |
| Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. | | |

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 32.85 | 21.84 |

IRON0498-005 06/01/2008

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 34.34 | 25.72 |

IRON0512-008 05/01/2015

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 35.50 | 23.45 |

IRON0512-021 05/01/2015

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 31.04 | 23.45 |

LABO0113-002 06/01/2016

MILWAUKEE AND WAUKESHA COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--------------|----------|-------|
| LABORER | | |
| Group 1..... | \$ 27.51 | 20.35 |
| Group 2..... | \$ 27.66 | 20.35 |
| Group 3..... | \$ 27.86 | 20.35 |
| Group 4..... | \$ 28.01 | 20.35 |
| Group 5..... | \$ 28.16 | 20.35 |
| Group 6..... | \$ 24.00 | 20.35 |

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 26.76 | 20.35 |
| Group 2..... | \$ 26.86 | 20.35 |
| Group 3..... | \$ 26.91 | 20.35 |
| Group 4..... | \$ 27.11 | 20.35 |
| Group 5..... | \$ 26.96 | 20.35 |
| Group 6..... | \$ 23.85 | 20.35 |

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 26.57 | 20.35 |
| Group 2..... | \$ 26.72 | 20.35 |

| | | |
|--------------|----------|-------|
| Group 3..... | \$ 26.92 | 20.35 |
| Group 4..... | \$ 26.89 | 20.35 |
| Group 5..... | \$ 27.22 | 20.35 |
| Group 6..... | \$ 23.71 | 20.35 |

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 30.67 | 16.55 |
| Group 2..... | \$ 30.77 | 16.55 |
| Group 3..... | \$ 30.82 | 16.55 |
| Group 4..... | \$ 31.02 | 16.55 |
| Group 5..... | \$ 30.87 | 16.55 |
| Group 6..... | \$ 27.30 | 16.55 |

LABORER CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Socialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2016

DANE COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 30.95 | 16.41 |
| Group 2..... | \$ 31.05 | 16.41 |
| Group 3..... | \$ 31.10 | 16.41 |
| Group 4..... | \$ 31.30 | 16.41 |
| Group 5..... | \$ 31.15 | 16.41 |
| Group 6..... | \$ 27.30 | 16.41 |

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Painters: | | |
| New: | | |
| Brush, Roller..... | \$ 29.86 | 16.35 |
| Spray, Sandblast, Steel.... | \$ 30.46 | 16.35 |
| Repaint: | | |
| Brush, Roller..... | \$ 28.36 | 16.35 |
| Spray, Sandblast, Steel.... | \$ 28.96 | 16.35 |

PAIN0108-002 06/01/2016

RACINE COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Painters: | | |
| Brush, Roller..... | \$ 32.74 | 18.70 |
| Spray & Sandblast..... | \$ 33.74 | 18.70 |

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.11 | 12.15 |

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 22.03 | 12.45 |

PAIN0781-002 06/01/2016

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Painters: | | |
| Bridge..... | \$ 30.42 | 22.19 |
| Brush..... | \$ 30.07 | 22.19 |
| Spray & Sandblast..... | \$ 30.82 | 22.19 |

PAIN0802-002 06/01/2016

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

| | Rates | Fringes |
|------------|----------|---------|
| PAINTER | | |
| Brush..... | \$ 27.50 | 17.72 |

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2016

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.39 | 11.72 |

PAIN0934-001 06/01/2016

KENOSHA AND WALWORTH COUNTIES

| | Rates | Fringes |
|-----------------------|----------|---------|
| Painters: | | |
| Brush..... | \$ 32.74 | 18.70 |
| Spray..... | \$ 33.74 | 18.70 |
| Structural Steel..... | \$ 32.89 | 18.70 |

PAIN1011-002 06/01/2016

FLORENCE COUNTY

| | Rates | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 24.56 | 11.93 |

PLAS0599-010 06/01/2016

| | Rates | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER | | |
| Area 1..... | \$ 39.46 | 17.17 |
| Area 2 (BAC)..... | \$ 35.07 | 19.75 |
| Area 3..... | \$ 35.61 | 19.40 |
| Area 4..... | \$ 34.70 | 20.51 |
| Area 5..... | \$ 36.27 | 18.73 |
| Area 6..... | \$ 32.02 | 22.99 |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,

PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2016

| | Rates | Fringes |
|---|----------|---------|
| TRUCK DRIVER | | |
| 1 & 2 Axles..... | \$ 26.63 | 19.85 |
| 3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic..... | \$ 26.78 | 19.85 |
| ----- | | |
| WELL DRILLER..... | \$ 16.52 | 3.70 |
| ----- | | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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 18

Proposal ID: 20170411017 Project(s): 2390-09-70

Federal ID(s): WISC 2017163

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 | 108.4400 CPM Progress Schedule | 1.000 EACH | _____. | _____. |
| 0020 | 201.0110 Clearing | 563.000 SY | _____. | _____. |
| 0030 | 201.0120 Clearing | 169.000 ID | _____. | _____. |
| 0040 | 201.0210 Grubbing | 563.000 SY | _____. | _____. |
| 0050 | 201.0220 Grubbing | 169.000 ID | _____. | _____. |
| 0060 | 204.0100 Removing Pavement | 15,180.000 SY | _____. | _____. |
| 0070 | 204.0105 Removing Pavement Butt Joints | 1,610.000 SY | _____. | _____. |
| 0080 | 204.0109.S Removing Concrete Surface Partial Depth | 735,604.000 SF | _____. | _____. |
| 0090 | 204.0115 Removing Asphaltic Surface Butt Joints | 772.000 SY | _____. | _____. |
| 0100 | 204.0150 Removing Curb & Gutter | 10,764.000 LF | _____. | _____. |
| 0110 | 204.0155 Removing Concrete Sidewalk | 1,183.000 SY | _____. | _____. |
| 0120 | 204.0195 Removing Concrete Bases | 55.000 EACH | _____. | _____. |
| 0130 | 204.0210 Removing Manholes | 7.000 EACH | _____. | _____. |
| 0140 | 204.0220 Removing Inlets | 39.000 EACH | _____. | _____. |
| 0150 | 204.0245 Removing Storm Sewer (size) 01. 12-Inch | 508.000 LF | _____. | _____. |
| 0160 | 204.0245 Removing Storm Sewer (size) 02. 15-Inch | 72.000 LF | _____. | _____. |



Proposal Schedule of Items

Page 2 of 18

Proposal ID: 20170411017 Project(s): 2390-09-70

Federal ID(s): WISC 2017163

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) 03. 18-Inch | 14.000 LF | _____. | _____. |
| 0180 | 204.0245 Removing Storm Sewer (size) 04. 27-Inch | 15.000 LF | _____. | _____. |
| 0190 | 204.0245 Removing Storm Sewer (size) 05. 42-Inch | 10.000 LF | _____. | _____. |
| 0200 | 204.0280 Sealing Pipes | 2.000 EACH | _____. | _____. |
| 0210 | 205.0100 Excavation Common | 16,665.000 CY | _____. | _____. |
| 0220 | 205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil | 150.000 TON | _____. | _____. |
| 0230 | 213.0100 Finishing Roadway (project) 01. 2390-09-70 | 1.000 EACH | _____. | _____. |
| 0240 | 305.0110 Base Aggregate Dense 3/4-Inch | 1,100.000 TON | _____. | _____. |
| 0250 | 305.0120 Base Aggregate Dense 1 1/4-Inch | 10,400.000 TON | _____. | _____. |
| 0260 | 312.0110 Select Crushed Material | 4,897.000 TON | _____. | _____. |
| 0270 | 390.0303 Base Patching Concrete | 5,590.000 SY | _____. | _____. |
| 0280 | 390.0403 Base Patching Concrete Shes | 951.000 SY | _____. | _____. |
| 0290 | 415.0090 Concrete Pavement 9-Inch | 17,059.000 SY | _____. | _____. |
| 0300 | 415.0120 Concrete Pavement 12-Inch | 74.000 SY | _____. | _____. |
| 0310 | 415.0210 Concrete Pavement Gaps | 4.000 EACH | _____. | _____. |



Proposal Schedule of Items

Page 3 of 18

Proposal ID: 20170411017 Project(s): 2390-09-70

Federal ID(s): WISC 2017163

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 | 1,624.000 SY | _____. | _____. |
| 0330 | 416.0170 Concrete Driveway 7-Inch | 592.000 SY | _____. | _____. |
| 0340 | 416.0610 Drilled Tie Bars | 6,478.000 EACH | _____. | _____. |
| 0350 | 416.0620 Drilled Dowel Bars | 3,953.000 EACH | _____. | _____. |
| 0360 | 416.0750.S Concrete Pavement Partial Depth Repair Joint Repair | 2,000.000 LF | _____. | _____. |
| 0370 | 416.0752.S Concrete Pavement Partial Depth Repair Crack Repair | 200.000 LF | _____. | _____. |
| 0380 | 440.4410 Incentive IRI Ride | 26,666.000 DOL | 1.00000 | 26,666.00 |
| 0390 | 450.4000 HMA Cold Weather Paving | 6,228.000 TON | _____. | _____. |
| 0400 | 455.0605 Tack Coat | 13,430.000 GAL | _____. | _____. |
| 0410 | 460.2000 Incentive Density HMA Pavement | 15,944.000 DOL | 1.00000 | 15,944.00 |
| 0420 | 460.6223 HMA Pavement 3 MT 58-28 S | 14,008.000 TON | _____. | _____. |
| 0430 | 460.6224 HMA Pavement 4 MT 58-28 S | 10,896.000 TON | _____. | _____. |
| 0440 | 465.0120 Asphaltic Surface Driveways and Field Entrances | 247.000 TON | _____. | _____. |
| 0450 | 465.0125 Asphaltic Surface Temporary | 66.000 TON | _____. | _____. |
| 0460 | 520.8000 Concrete Collars for Pipe | 67.000 EACH | _____. | _____. |
| 0470 | 601.0405 Concrete Curb & Gutter 18-Inch Type A | 1,448.000 LF | _____. | _____. |



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Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0480 | 601.0409 Concrete Curb & Gutter 30-Inch Type A | 16,557.000 LF | _____. | _____. |
| 0490 | 601.0411 Concrete Curb & Gutter 30-Inch Type D | 282.000 LF | _____. | _____. |
| 0500 | 601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A | 40.000 LF | _____. | _____. |
| 0510 | 601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D | 36.000 LF | _____. | _____. |
| 0520 | 601.0600 Concrete Curb Pedestrian | 176.000 LF | _____. | _____. |
| 0530 | 602.0410 Concrete Sidewalk 5-Inch | 35,964.000 SF | _____. | _____. |
| 0540 | 602.0515 Curb Ramp Detectable Warning Field Natural Patina | 525.000 SF | _____. | _____. |
| 0550 | 603.8000 Concrete Barrier Temporary Precast Delivered | 100.000 LF | _____. | _____. |
| 0560 | 603.8125 Concrete Barrier Temporary Precast Installed | 100.000 LF | _____. | _____. |
| 0570 | 608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch | 942.000 LF | _____. | _____. |
| 0580 | 608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch | 378.000 LF | _____. | _____. |
| 0590 | 608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch | 13.000 LF | _____. | _____. |
| 0600 | 611.0420 Reconstructing Manholes | 20.000 EACH | _____. | _____. |
| 0610 | 611.0430 Reconstructing Inlets | 20.000 EACH | _____. | _____. |
| 0620 | 611.0530 Manhole Covers Type J | 19.000 EACH | _____. | _____. |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0630 | 611.0624 Inlet Covers Type H | 55.000 EACH | _____. | _____. |
| 0640 | 611.0666 Inlet Covers Type Z | 6.000 EACH | _____. | _____. |
| 0650 | 611.2003 Manholes 3-FT Diameter | 5.000 EACH | _____. | _____. |
| 0660 | 611.2004 Manholes 4-FT Diameter | 12.000 EACH | _____. | _____. |
| 0670 | 611.2005 Manholes 5-FT Diameter | 4.000 EACH | _____. | _____. |
| 0680 | 611.2006 Manholes 6-FT Diameter | 4.000 EACH | _____. | _____. |
| 0690 | 611.3003 Inlets 3-FT Diameter | 5.000 EACH | _____. | _____. |
| 0700 | 611.3004 Inlets 4-FT Diameter | 10.000 EACH | _____. | _____. |
| 0710 | 611.3230 Inlets 2x3-FT | 40.000 EACH | _____. | _____. |
| 0720 | 611.8110 Adjusting Manhole Covers | 62.000 EACH | _____. | _____. |
| 0730 | 611.8115 Adjusting Inlet Covers | 163.000 EACH | _____. | _____. |
| 0740 | 611.8120.S Cover Plates Temporary | 126.000 EACH | _____. | _____. |
| 0750 | 612.0106 Pipe Underdrain 6-Inch | 2,115.000 LF | _____. | _____. |
| 0760 | 618.0100 Maintenance And Repair of Haul Roads (project) 01. 2390-09-70 | 1.000 EACH | _____. | _____. |
| 0770 | 619.1000 Mobilization | 1.000 EACH | _____. | _____. |
| 0780 | 620.0300 Concrete Median Sloped Nose | 856.000 SF | _____. | _____. |



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Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0790 | 624.0100 Water | 260.000 MGAL | _____. | _____. |
| 0800 | 625.0100 Topsoil | 11,886.000 SY | _____. | _____. |
| 0810 | 628.1504 Silt Fence | 1,330.000 LF | _____. | _____. |
| 0820 | 628.1520 Silt Fence Maintenance | 1,330.000 LF | _____. | _____. |
| 0830 | 628.1905 Mobilizations Erosion Control | 5.000 EACH | _____. | _____. |
| 0840 | 628.1910 Mobilizations Emergency Erosion Control | 5.000 EACH | _____. | _____. |
| 0850 | 628.7005 Inlet Protection Type A | 25.000 EACH | _____. | _____. |
| 0860 | 628.7010 Inlet Protection Type B | 2.000 EACH | _____. | _____. |
| 0870 | 628.7015 Inlet Protection Type C | 175.000 EACH | _____. | _____. |
| 0880 | 628.7020 Inlet Protection Type D | 10.000 EACH | _____. | _____. |
| 0890 | 629.0205 Fertilizer Type A | 8.000 CWT | _____. | _____. |
| 0900 | 630.0200 Seeding Temporary | 30.000 LB | _____. | _____. |
| 0910 | 631.0300 Sod Water | 800.000 MGAL | _____. | _____. |
| 0920 | 631.1000 Sod Lawn | 11,886.000 SY | _____. | _____. |
| 0930 | 634.0618 Posts Wood 4x6-Inch X 18-FT | 227.000 EACH | _____. | _____. |
| 0940 | 634.0622 Posts Wood 4x6-Inch X 22-FT | 2.000 EACH | _____. | _____. |
| 0950 | 634.0814 Posts Tubular Steel 2x2-Inch X 14-FT | 6.000 EACH | _____. | _____. |



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Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0960 | 637.2210 Signs Type II Reflective H | 2,055.970 SF | _____. | _____. |
| 0970 | 637.2215 Signs Type II Reflective H Folding | 209.880 SF | _____. | _____. |
| 0980 | 637.2230 Signs Type II Reflective F | 215.000 SF | _____. | _____. |
| 0990 | 638.2102 Moving Signs Type II | 26.000 EACH | _____. | _____. |
| 1000 | 638.2602 Removing Signs Type II | 216.000 EACH | _____. | _____. |
| 1010 | 638.3000 Removing Small Sign Supports | 173.000 EACH | _____. | _____. |
| 1020 | 641.8100 Overhead Sign Support (structure) 01. S-51-239 | LS | LUMP SUM | _____. |
| 1030 | 642.5401 Field Office Type D | 1.000 EACH | _____. | _____. |
| 1040 | 643.0200.S Traffic Control Surveillance and Maintenance (project) 01. 2390-09-70 | 164.000 DAY | _____. | _____. |
| 1050 | 643.0300 Traffic Control Drums | 58,964.000 DAY | _____. | _____. |
| 1060 | 643.0420 Traffic Control Barricades Type III | 12,220.000 DAY | _____. | _____. |
| 1070 | 643.0500 Traffic Control Flexible Tubular Marker Posts | 22.000 EACH | _____. | _____. |
| 1080 | 643.0600 Traffic Control Flexible Tubular Marker Bases | 22.000 EACH | _____. | _____. |
| 1090 | 643.0705 Traffic Control Warning Lights Type A | 26,304.000 DAY | _____. | _____. |
| 1100 | 643.0715 Traffic Control Warning Lights Type C | 9,230.000 DAY | _____. | _____. |
| 1110 | 643.0900 Traffic Control Signs | 27,246.000 DAY | _____. | _____. |



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Alt Set ID:

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| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 1120 | 643.0920 Traffic Control Covering Signs Type II | 20.000 EACH | _____. | _____. |
| 1130 | 643.1050 Traffic Control Signs PCMS | 820.000 DAY | _____. | _____. |
| 1140 | 644.1430.S Temporary Pedestrian Surface Plate | 100.000 SF | _____. | _____. |
| 1150 | 644.1601.S Temporary Curb Ramp | 2.000 EACH | _____. | _____. |
| 1160 | 644.1616.S Temporary Pedestrian Safety Fence | 50.000 LF | _____. | _____. |
| 1170 | 646.0106 Pavement Marking Epoxy 4-Inch | 15,203.000 LF | _____. | _____. |
| 1180 | 646.0126 Pavement Marking Epoxy 8-Inch | 13,044.000 LF | _____. | _____. |
| 1190 | 646.0690.S Removing Pavement Markings Water Blasting | 2,810.000 LF | _____. | _____. |
| 1200 | 646.0900.S Pavement Marking Late Season | 29,155.000 LF | _____. | _____. |
| 1210 | 647.0166 Pavement Marking Arrows Epoxy Type 2 | 59.000 EACH | _____. | _____. |
| 1220 | 647.0176 Pavement Marking Arrows Epoxy Type 3 | 2.000 EACH | _____. | _____. |
| 1230 | 647.0356 Pavement Marking Words Epoxy | 57.000 EACH | _____. | _____. |
| 1240 | 647.0456 Pavement Marking Curb Epoxy | 1,131.000 LF | _____. | _____. |
| 1250 | 647.0526 Pavement Marking Yield Line Symbols Epoxy 18-Inch | 42.000 EACH | _____. | _____. |
| 1260 | 647.0566 Pavement Marking Stop Line Epoxy 18-Inch | 908.000 LF | _____. | _____. |
| 1270 | 647.0606 Pavement Marking Island Nose Epoxy | 31.000 EACH | _____. | _____. |



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Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 1280 | 647.0726 Pavement Marking Diagonal Epoxy 12-Inch | 257.000 LF | _____. | _____. |
| 1290 | 647.0766 Pavement Marking Crosswalk Epoxy 6-Inch | 2,386.000 LF | _____. | _____. |
| 1300 | 647.0990.S Removing Special Pavement Markings Water Blasting | 10.000 EACH | _____. | _____. |
| 1310 | 649.0402 Temporary Pavement Marking Paint 4-Inch | 2,862.000 LF | _____. | _____. |
| 1320 | 649.0802 Temporary Pavement Marking Paint 8-Inch | 7,770.000 LF | _____. | _____. |
| 1330 | 650.4000 Construction Staking Storm Sewer | 147.000 EACH | _____. | _____. |
| 1340 | 650.4500 Construction Staking Subgrade | 7,471.000 LF | _____. | _____. |
| 1350 | 650.5000 Construction Staking Base | 208.000 LF | _____. | _____. |
| 1360 | 650.5500 Construction Staking Curb Gutter and Curb & Gutter | 21,099.000 LF | _____. | _____. |
| 1370 | 650.7000 Construction Staking Concrete Pavement | 7,471.000 LF | _____. | _____. |
| 1380 | 650.8500 Construction Staking Electrical Installations (project) 01. 2390-09-70 | LS | LUMP SUM | _____. |
| 1390 | 650.9910 Construction Staking Supplemental Control (project) 01. 2390-09-70 | LS | LUMP SUM | _____. |
| 1400 | 650.9920 Construction Staking Slope Stakes | 1,066.000 LF | _____. | _____. |
| 1410 | 652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch | 3,733.000 LF | _____. | _____. |



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| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 1420 | 652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch | 2,286.000 LF | _____. | _____. |
| 1430 | 652.0605 Conduit Special 2-Inch | 759.000 LF | _____. | _____. |
| 1440 | 652.0615 Conduit Special 3-Inch | 3,278.000 LF | _____. | _____. |
| 1450 | 652.0700.S Install Conduit into Existing Item | 2.000 EACH | _____. | _____. |
| 1460 | 652.0800 Conduit Loop Detector | 8,953.000 LF | _____. | _____. |
| 1470 | 653.0135 Pull Boxes Steel 24x36-Inch | 29.000 EACH | _____. | _____. |
| 1480 | 653.0140 Pull Boxes Steel 24x42-Inch | 62.000 EACH | _____. | _____. |
| 1490 | 653.0905 Removing Pull Boxes | 100.000 EACH | _____. | _____. |
| 1500 | 654.0101 Concrete Bases Type 1 | 20.000 EACH | _____. | _____. |
| 1510 | 654.0102 Concrete Bases Type 2 | 6.000 EACH | _____. | _____. |
| 1520 | 654.0105 Concrete Bases Type 5 | 9.000 EACH | _____. | _____. |
| 1530 | 654.0110 Concrete Bases Type 10 | 3.000 EACH | _____. | _____. |
| 1540 | 654.0113 Concrete Bases Type 13 | 11.000 EACH | _____. | _____. |
| 1550 | 654.0217 Concrete Control Cabinet Bases Type 9 Special | 4.000 EACH | _____. | _____. |
| 1560 | 655.0230 Cable Traffic Signal 5-14 AWG | 3,255.000 LF | _____. | _____. |
| 1570 | 655.0240 Cable Traffic Signal 7-14 AWG | 4,464.000 LF | _____. | _____. |



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Alt Set ID:

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| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 1580 | 655.0260 Cable Traffic Signal 12-14 AWG | 6,718.000 LF | _____. | _____. |
| 1590 | 655.0270 Cable Traffic Signal 15-14 AWG | 192.000 LF | _____. | _____. |
| 1600 | 655.0305 Cable Type UF 2-12 AWG Grounded | 5,022.000 LF | _____. | _____. |
| 1610 | 655.0515 Electrical Wire Traffic Signals 10 AWG | 10,013.000 LF | _____. | _____. |
| 1620 | 655.0610 Electrical Wire Lighting 12 AWG | 4,176.000 LF | _____. | _____. |
| 1630 | 655.0700 Loop Detector Lead In Cable | 33,889.000 LF | _____. | _____. |
| 1640 | 655.0800 Loop Detector Wire | 35,044.000 LF | _____. | _____. |
| 1650 | 655.0900 Traffic Signal EVP Detector Cable | 4,984.000 LF | _____. | _____. |
| 1660 | 656.0200 Electrical Service Meter Breaker Pedestal (location) 01. STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 1670 | 656.0200 Electrical Service Meter Breaker Pedestal (location) 02. STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 1680 | 656.0200 Electrical Service Meter Breaker Pedestal (location) 03. STH 31 & CTH C | LS | LUMP SUM | _____. |
| 1690 | 656.0200 Electrical Service Meter Breaker Pedestal (location) 04. STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 1700 | 657.0100 Pedestal Bases | 20.000 EACH | _____. | _____. |
| 1710 | 657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle | 13.000 EACH | _____. | _____. |
| 1720 | 657.0310 Poles Type 3 | 6.000 EACH | _____. | _____. |



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| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 1730 | 657.0322 Poles Type 5-Aluminum | 7.000 EACH | _____. | _____. |
| 1740 | 657.0405 Traffic Signal Standards Aluminum 3.5-FT | 8.000 EACH | _____. | _____. |
| 1750 | 657.0420 Traffic Signal Standards Aluminum 13-FT | 8.000 EACH | _____. | _____. |
| 1760 | 657.0425 Traffic Signal Standards Aluminum 15-FT | 3.000 EACH | _____. | _____. |
| 1770 | 657.0430 Traffic Signal Standards Aluminum 10-FT | 1.000 EACH | _____. | _____. |
| 1780 | 657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT | 7.000 EACH | _____. | _____. |
| 1790 | 657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT | 9.000 EACH | _____. | _____. |
| 1800 | 657.1350 Install Poles Type 10 | 3.000 EACH | _____. | _____. |
| 1810 | 657.1360 Install Poles Type 13 | 11.000 EACH | _____. | _____. |
| 1820 | 657.1525 Install Monotube Arms 25-FT | 2.000 EACH | _____. | _____. |
| 1830 | 657.1530 Install Monotube Arms 30-FT | 1.000 EACH | _____. | _____. |
| 1840 | 657.1550 Install Monotube Arms 50-FT | 4.000 EACH | _____. | _____. |
| 1850 | 657.1555 Install Monotube Arms 55-FT | 7.000 EACH | _____. | _____. |
| 1860 | 657.1815 Install Luminaire Arms Steel 15-FT | 15.000 EACH | _____. | _____. |
| 1870 | 658.0110 Traffic Signal Face 3-12 Inch Vertical | 66.000 EACH | _____. | _____. |



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|----------------------|---|--------------------------------|------------|------------|
| 1880 | 658.0115 Traffic Signal Face 4-12 Inch Vertical | 13.000 EACH | _____. | _____. |
| 1890 | 658.0215 Backplates Signal Face 3 Section 12-Inch | 66.000 EACH | _____. | _____. |
| 1900 | 658.0220 Backplates Signal Face 4 Section 12-Inch | 13.000 EACH | _____. | _____. |
| 1910 | 658.0416 Pedestrian Signal Face 16-Inch | 24.000 EACH | _____. | _____. |
| 1920 | 658.0500 Pedestrian Push Buttons | 29.000 EACH | _____. | _____. |
| 1930 | 658.0600 Led Modules 12-Inch Red Ball | 53.000 EACH | _____. | _____. |
| 1940 | 658.0605 Led Modules 12-Inch Yellow Ball | 51.000 EACH | _____. | _____. |
| 1950 | 658.0610 Led Modules 12-Inch Green Ball | 51.000 EACH | _____. | _____. |
| 1960 | 658.0615 Led Modules 12-Inch Red Arrow | 26.000 EACH | _____. | _____. |
| 1970 | 658.0620 Led Modules 12-Inch Yellow Arrow | 41.000 EACH | _____. | _____. |
| 1980 | 658.0625 Led Modules 12-Inch Green Arrow | 28.000 EACH | _____. | _____. |
| 1990 | 658.0635 Led Modules Pedestrian Countdown Timer 16-Inch | 24.000 EACH | _____. | _____. |
| 2000 | 658.5069 Signal Mounting Hardware (location) 01. STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2010 | 658.5069 Signal Mounting Hardware (location) 02. STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 2020 | 658.5069 Signal Mounting Hardware (location) 03. STH 31 & CTH C | LS | LUMP SUM | _____. |



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|----------------------|---|--------------------------------|------------|------------|
| 2030 | 658.5069 Signal Mounting Hardware (location) 04. STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 2040 | 659.1125 Luminaires Utility LED C | 26.000 EACH | _____. | _____. |
| 2050 | 661.0200 Temporary Traffic Signals for Intersections (location) 01. STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2060 | 661.0200 Temporary Traffic Signals for Intersections (location) 02. STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 2070 | 661.0200 Temporary Traffic Signals for Intersections (location) 03. STH 31 & CTH C | LS | LUMP SUM | _____. |
| 2080 | 661.0200 Temporary Traffic Signals for Intersections (location) 04. STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 2090 | 670.0100 Field System Integrator 01. 2390-09-70 Traffic Signals | LS | LUMP SUM | _____. |
| 2100 | 670.0200 ITS Documentation 01. 2390-09-70 Traffic Signals | LS | LUMP SUM | _____. |
| 2110 | 671.0132 Conduit HDPE 3-Duct 2-Inch | 6,323.000 LF | _____. | _____. |
| 2120 | 671.0232 Conduit HDPE Directional Bore 3-Duct 2-Inch | 2,764.000 LF | _____. | _____. |
| 2130 | 673.0105 Communication Vault Type 1 | 9.000 EACH | _____. | _____. |
| 2140 | 678.0036 Install Fiber Optic Cable Outdoor Plant 36-CT | 10,721.000 LF | _____. | _____. |
| 2150 | 678.0200 Fiber Optic Splice Enclosure | 9.000 EACH | _____. | _____. |



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|----------------------|--|--------------------------------|------------|------------|
| 2160 | 678.0300 Fiber Optic Splice | 36.000 EACH | _____. | _____. |
| 2170 | 678.0500 Communication System Testing 01. 2390-09-70 Traffic Signals | LS | LUMP SUM | _____. |
| 2180 | 690.0150 Sawing Asphalt | 1,674.000 LF | _____. | _____. |
| 2190 | 690.0250 Sawing Concrete | 22,011.000 LF | _____. | _____. |
| 2200 | 715.0415 Incentive Strength Concrete Pavement | 5,141.000 DOL | 1.00000 | 5,141.00 |
| 2210 | ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR | 1,500.000 HRS | 5.00000 | 7,500.00 |
| 2220 | ASP.1T0G On-the-Job Training Graduate at \$5.00/HR | 1,800.000 HRS | 5.00000 | 9,000.00 |
| 2230 | SPV.0045 Special 01. Grabber Cones | 149,109.000 DAY | _____. | _____. |
| 2240 | SPV.0060 Special 20. Adjusting Sanitary Manhole | 24.000 EACH | _____. | _____. |
| 2250 | SPV.0060 Special 21. Reconstructing Sanitary Manhole | 20.000 EACH | _____. | _____. |
| 2260 | SPV.0060 Special 30. Relocating Light Poles, Arms, and Luminaires | 2.000 EACH | _____. | _____. |
| 2270 | SPV.0090 Special 01. Concrete Curb & Gutter 30- Inch Type A Special | 2,334.000 LF | _____. | _____. |
| 2280 | SPV.0090 Special 02. Fiber Optic Tracer Wire | 9,726.000 LF | _____. | _____. |
| 2290 | SPV.0090 Special 03. Fiber Optic Warning Tape | 6,390.000 LF | _____. | _____. |
| 2300 | SPV.0090 Special 04. Milling And Removing Temporary Longitudinal Joint | 46,690.000 LF | _____. | _____. |



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|----------------------|---|--------------------------------|------------|------------|
| 2310 | SPV.0105 Special 02. Remove Traffic Signals STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2320 | SPV.0105 Special 03. Remove Traffic Signals STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 2330 | SPV.0105 Special 04. Remove Traffic Signals STH 31 & CTH C | LS | LUMP SUM | _____. |
| 2340 | SPV.0105 Special 05. Remove Traffic Signals STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 2350 | SPV.0105 Special 06. Install Fiber Optic Communications in Cabinet CB1 S51-0095 | LS | LUMP SUM | _____. |
| 2360 | SPV.0105 Special 07. Install Fiber Optic Communications in Cabinet CB1 S51-0849 | LS | LUMP SUM | _____. |
| 2370 | SPV.0105 Special 08. Install Fiber Optic Communications in Cabinet CB1 S51-0101 | LS | LUMP SUM | _____. |
| 2380 | SPV.0105 Special 09. Install Fiber Optic Communications in Cabinet CB1 S51-0210 | LS | LUMP SUM | _____. |
| 2390 | SPV.0105 Special 10. Install State Furnished Traffic Signal Cabinet STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2400 | SPV.0105 Special 11. Install State Furnished Traffic Signal Cabinet STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 2410 | SPV.0105 Special 12. Install State Furnished Traffic Signal Cabinet STH 31 & CTH C | LS | LUMP SUM | _____. |
| 2420 | SPV.0105 Special 13. Install State Furnished Traffic Signal Cabinet STH 31 & CTH MM | LS | LUMP SUM | _____. |



Proposal Schedule of Items

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Proposal ID: 20170411017 Project(s): 2390-09-70

Federal ID(s): WISC 2017163

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 2430 | SPV.0105 Special 14. Transporting Signal and Lighting Materials STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2440 | SPV.0105 Special 15. Transporting Signal and Lighting Materials STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 2450 | SPV.0105 Special 16. Transporting Signal and Lighting Materials STH 31 & CTH C | LS | LUMP SUM | _____. |
| 2460 | SPV.0105 Special 17. Transporting Signal and Lighting Materials STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 2470 | SPV.0105 Special 18. Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2480 | SPV.0105 Special 19. Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 2490 | SPV.0105 Special 20. Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & CTH C | LS | LUMP SUM | _____. |
| 2500 | SPV.0105 Special 21. Temporary Non-Intrusive Vehicle Detection System for Intersections STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 2510 | SPV.0105 Special 22. Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2520 | SPV.0105 Special 23. Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & Newman Road | LS | LUMP SUM | _____. |



Proposal Schedule of Items

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Proposal ID: 20170411017 Project(s): 2390-09-70

Federal ID(s): WISC 2017163

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 2530 | SPV.0105 Special 24. Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & CTH C | LS | LUMP SUM | _____. |
| 2540 | SPV.0105 Special 25. Transporting and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 2550 | SPV.0105 Special 26. Remove Loop Detector Wire and Lead-in Cable STH 31 & STH 20 | LS | LUMP SUM | _____. |
| 2560 | SPV.0105 Special 27. Remove Loop Detector Wire and Lead-in Cable STH 31 & Newman Road | LS | LUMP SUM | _____. |
| 2570 | SPV.0105 Special 28. Remove Loop Detector Wire and Lead-in Cable STH 31 & CTH C | LS | LUMP SUM | _____. |
| 2580 | SPV.0105 Special 29. Remove Loop Detector Wire and Lead-in Cable STH 31 & CTH MM | LS | LUMP SUM | _____. |
| 2590 | SPV.0165 Special 01. Removing Concrete Surface Partial Depth Special | 68,680.000 SF | _____. | _____. |
| 2600 | SPV.0180 Special 01. Removing Surface Milling Special | 19,101.000 SY | _____. | _____. |
| 2610 | SPV.0195 Special 01. Excavation, Hauling, and Disposal of VOC Contaminated Soil | 75.000 TON | _____. | _____. |
| Section: 0001 | | | Total: | _____. |
| | | | Total Bid: | _____. |

PLEASE ATTACH SCHEDULE OF ITEMS HERE