

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**27**

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Marathon	6663-02-71		Rib Mt Drive (CTH N) Ped Facility Town of Rib Mountain	Local Street
Marathon	6999-18-72	WISC 2017 171	T Rib Mountain, Rib Mountain Drive Morning Glory Lane to Robin Lane	Local Street
Marathon	6999-18-82	WISC 2017 172	T Rib Mountain, Rib Mountain Drive Morning Glory Lane to CTH NN	Local Street

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: April 11, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 1, 2017	<div style="text-align: center;"> <h1>SAMPLE</h1> <h2>NOT FOR BIDDING PURPOSES</h2> </div>
Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;">15 %</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 Asphalt milling, concrete curb and gutter, concrete sidewalk, storm sewer, HMA pavement, permanent signing, pavement marking, traffic signals, lighting, irrigation, and landscaping.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

#### **Preparing the Proposal Schedule of Items**

##### **A General**

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

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

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

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://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 Express<sup>TM</sup> web site.
  2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> 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 Express<sup>TM</sup> 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 Expedite<sup>TM</sup> 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 Express<sup>TM</sup> web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> 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 Expedite<sup>TM</sup> 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 Expedite<sup>TM</sup> 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 Expedite<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> 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.

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	3
2.	Scope of Work. ....	3
3.	Prosecution and Progress. ....	3
4.	Traffic. ....	6
5.	Holiday Work Restrictions. ....	7
6.	Utilities.....	7
7.	Work by Others.....	13
8.	Environmental Protection, Aquatic Exotic Species Control.....	13
9.	Public Convenience and Safety. ....	14
10.	Property Marks – Protecting and Restoring.....	15
11.	Coordination with Businesses and Residents. ....	15
12.	QMP Base Aggregate. ....	15
13.	Stamping Colored Concrete, Item 405.1000.....	23
14.	Protecting Concrete.....	24
15.	Landmark Reference Monuments.....	24
16.	Mulching.....	25
17.	Field Facilities.....	25
18.	Traffic Control. ....	26
19.	Traffic Signals, General. ....	26
20.	Seeding.....	26
21.	Sod Water, Item 631.0300. ....	26
22.	Install Conduit Into Existing Item, Item 652.0700.S.....	27
23.	Temporary Traffic Signals for Intersections, Rib Mountain Dr & Morning Glory Ln, Item 661.0200.01; Rib Mountain Dr & Cloverland Ln, Item 661.0200.02; Rib Mountain Dr & Robin Ln, Item 661.0200.03; Rib Mountain Dr & Parrot Ln, Item 661.0200.04.....	28
24.	Fertilizer for Lawn Type Turf, Item SPV.0030.01. ....	29
25.	Poles Type 9, Item SPV.0060.01; Poles Type 10, Item SPV.0060.02; Poles Type 12, Item SPV.0060.03. ....	31
26.	Monotube Arms 30-FT, Item SPV.0060.04; Monotube Arms 35-FT, Item SPV.0060.05; Monotube Arms 40-FT, Item SPV.0060.06. ....	33
27.	Luminaire Arm Steel 6-Foot, Item SPV.0060.07. ....	36
28.	GPS Device with GPS Receiver Rib Mountain Drive and Kwik Trip Driveway, Item SPV.0060.08; Rib Mountain Drive and Parrot Lane, Item SPV.0060.09; Rib Mountain Drive and Robin Lane, Item SPV.0060.10; Rib Mountain Drive and CTH NN, Item SPV.0060.11. ....	37
29.	Traffic Signal Controller and Cabinet Rib Mountain Drive and Morning Glory Lane, Item SPV.0060.12; Rib Mountain Drive and Cloverland Lane, Item SPV.0060.13; Rib Mountain Drive and Starling Lane, Item SPV.0060.14.....	41

30.	Concrete Bases Type 10, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.15; Concrete Bases Type 13, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.16; Concrete Bases Type 10 Special, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.19; Concrete Bases Type 13 Special, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.20.	55
31.	Recondition Manhole, Item SPV.0060.17.	58
32.	Recondition Inlet, Item SPV.0060.18.	59
33.	Storm Sewer Pipe Corrugated Polyethylene, 42-Inch, Item SPV0090.01	60
34.	Research and Locate Existing Property Monuments, Item SPV.0105.01.	60
35.	Verify and Replace Existing Property Monuments, Item SPV.0105.02	61
36.	Irrigation System, Item SPV.0105.03.	62
37.	Remove Traffic Signals Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.04; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.05; Rib Mountain Drive and Starling Lane, Item SPV.0105.06; Rib Mountain Drive and Parrot Lane, Item SPV.0105.07; Rib Mountain Drive and Robin Lane, Item SPV.0105.08; Rib Mountain Drive and CTH NN, Item SPV.0105.09.	73
38.	Emergency Vehicle Preemption System Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.10; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.11; Rib Mountain Drive and Starling Lane, Item SPV.0105.12; Rib Mountain Drive and Parrot Lane, Item SPV.0105.13; Rib Mountain Drive and Robin Lane, Item SPV.0105.14; Rib Mountain Drive and CTH NN, Item SPV.0105.15.	75
39.	Temporary Non-Intrusive Vehicle Detection System Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.16; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.17; Rib Mountain Drive and Robin Lane, Item SPV.0105.18.	76
40.	Reinstall Salvaged Traffic Signal Equipment Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.19; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.20; Rib Mountain Drive and Starling Lane, Item SPV.0105.21	78
41.	Modify Traffic Signal Cabinet Rib Mountain Drive and Parrot Lane, Item SPV.0105.22; Rib Mountain Drive and Robin Lane, Item SPV.0105.23; Rib Mountain Drive and CTH NN, Item SPV.0105.24	79
42.	Preparing Topsoil for Lawn Type Turf, Item SPV.0180.01	80



## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 6663-02-71, Rib Mountain Drive (CTH N) Ped Facility, Town of Rib Mountain, Local Street; Project 6999-18-72, T Rib Mountain, Rib Mountain Drive, Morning Glory Lane to Robin Lane, Local Street; and Project 6999-18-82, T Rib Mountain, Rib Mountain Drive, Morning Glory Lane to CTH NN, Local Street, all located in Marathon County, Wisconsin, as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.  
100-005 (20160607)

### **2. Scope of Work.**

The work under this contract shall consist of grading, removing asphaltic surface milling, base aggregate dense, HMA pavement, storm sewer, curb and gutter, concrete sidewalk, traffic signals, pavement marking, signing and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.  
104-005 (20090901)

### **3. Prosecution and Progress.**

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

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

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

#### **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 department Regional Environmental Coordinator (REC).

If additional construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with department REC, is required prior to initiating these activities.

### **Staged Construction**

Construction within each stage includes all erosion control, removals, grading, irrigation system, traffic signals, base course, storm sewer, curb and gutter, sidewalk, HMA pavement, landscaping, traffic control, pavement marking, signing and restoration within the limits shown on the plans for each stage.

Complete Stage 1 work before proceeding to Stage 2 work.

### **Stage 1A Work Elements**

Work elements to resurface the outside lanes of Rib Mountain Drive, reconstruct all driveways and side roads within the project limits from Morning Glory Lane to Cloverland Lane. Work includes removing concrete curb and gutter, asphaltic surface milling, earthwork, storm sewer, irrigation system, traffic signals, base aggregate dense, concrete curb and gutter, concrete sidewalk, asphalt pavement, permanent landscaping and permanent signing and marking.

Work elements include:

- A. Establish advanced traffic control items including traffic control signs, drums and barricades, remove pavement markings and apply temporary pavement markings as shown in the traffic control/staging plans prior to beginning Stage 1A construction.
- B. Place erosion control.
- C. Construct Stage 1A-1, northbound right turn lane at Morning Glory Lane prior to Stage 1A Construction.
- D. Sawcut existing pavements and remove existing asphalt pavement and curb and gutter.
- E. Complete earthwork and install storm sewer, irrigation system and underground traffic signal components.
- F. Place base aggregate dense, concrete curb and gutter, concrete sidewalk and asphalt pavement.
- G. Complete landscaping, erosion control, pavement marking and permanent signing.

### **Stage 1B Work Elements**

Work elements to resurface the inside lanes of Rib Mountain Drive and reconstruct turn lanes from Morning Glory Lane to Cloverland Lane. Work includes removing concrete curb and gutter, asphaltic surface milling, earthwork, storm sewer, irrigation system, traffic signals, base aggregate dense, concrete curb and gutter, concrete sidewalk, asphalt pavement, permanent landscaping and permanent signing and marking.

Work elements include:

- A. Establish advanced traffic control items including traffic control signs, drums and barricades, remove pavement markings and apply temporary pavement markings as shown in the traffic control/staging plans prior to beginning Stage 1B construction.
- B. Place erosion control.
- C. Sawcut existing pavements and remove existing asphalt pavement and curb and gutter.
- D. Complete earthwork and complete remaining storm sewer, irrigation system and above ground traffic signal components.
- E. Place base aggregate dense, concrete curb and gutter, concrete sidewalk and asphalt pavement.
- F. Complete landscaping, erosion control, pavement marking and permanent signing.

### **Stage 2A Work Elements**

Work elements to resurface the outside lanes of Rib Mountain Drive, reconstruct all driveways and side roads within the project limits from Oriole Lane to Robin Lane. Work includes removing concrete curb and gutter, asphaltic surface milling, earthwork, storm sewer, irrigation system, traffic signals, base aggregate dense, concrete curb and gutter, concrete sidewalk, asphalt pavement, permanent landscaping and permanent signing and marking.

Work elements include:

- A. Establish advanced traffic control items including traffic control signs, drums and barricades, remove pavement markings and apply temporary pavement markings as shown in the traffic control/staging plans prior to beginning Stage 2A construction.
- B. Place erosion control.
- C. Sawcut existing pavements and remove existing asphalt pavement and curb and gutter.
- D. Complete earthwork and install storm sewer, irrigation system and underground traffic signal components.
- E. Place base aggregate dense, concrete curb and gutter, concrete sidewalk and asphalt pavement.
- F. Complete landscaping, erosion control, pavement marking and permanent signing.

### **Stage 2B Work Elements**

Work elements to resurface the inside lanes of Rib Mountain Drive and reconstruct turn lanes from Oriole Lane to Robin Lane. Work includes removing concrete curb and gutter, asphaltic surface milling, earthwork, storm sewer, irrigation system, traffic signals, base aggregate dense, concrete curb and gutter, concrete sidewalk, asphalt pavement, permanent landscaping and permanent signing and marking.

Work elements include:

- A. Establish advanced traffic control items including traffic control signs, drums and barricades, remove pavement markings and apply temporary pavement markings as shown in the traffic control/staging plans prior to beginning Stage 2B construction.
- B. Place erosion control.

- C. Sawcut existing pavements and remove existing asphalt pavement and curb and gutter.
- D. Complete earthwork and complete remaining storm sewer, irrigation system and above ground traffic signal components.
- E. Place base aggregate dense, concrete curb and gutter, concrete sidewalk and asphalt pavement.
- F. Complete landscaping, erosion control, pavement marking and permanent signing.

#### **4. Traffic.**

Construct Rib Mountain Drive in two stages. Maintain two-way traffic with 11-foot minimum lane width at all times. Maintain access to businesses at all times.

Short-term full closures will be allowed during overnight hours for the placement of the monotube arms over traffic lanes. These short-term closures are allowed to last up to 15 minutes for each intersection. Work can be completed between 10:00 PM to 6:00 AM.

Place a portable changeable message sign on Rib Mountain Drive a minimum of 500 feet south and north of each construction stage seven days prior to each stage as shown on the plans, with the message “Rib Mt Drive Construction” on Frame 1 and Starting (date) on Frame 2.

##### **Stage 1A-1 Construction**

Maintain Rib Mountain Drive traffic on a minimum 11-foot wide lane in each direction along the median to of the right turn lane from Rib Mountain Drive northbound to Morning Glory Lane eastbound. Maintain existing right turn movements for all vehicles including trucks.

##### **Stage 1A Construction**

Maintain Rib Mountain Drive traffic on a minimum 11-foot wide lane in each direction along the median to accommodate milling and resurfacing of the outside lanes and construction of the sidewalk on the east side of Rib Mountain Drive from Morning Glory Lane to Cloverland Lane, closing driveways at Station 129+40 RT and Station 131+50, RT. Maintain full access to the Morning Glory Lane and Cloverland Lane intersections at all times. Maintain full driveway access to the driveway at Station 131+50, LT at all times.

##### **Stage 1B Construction**

Maintain Rib Mountain Drive traffic on a minimum 11-foot wide lane in each direction along the outside curb and gutter to accommodate construction of turn lanes as well as the milling and resurfacing of the travel lanes. Maintain full access to the Morning Glory Lane and Cloverland Lane intersections at all times. Maintain full access to the driveway entrances at Station 131+50, RT and LT at all times. Maintain right in/right out access to driveway located at Station 129+40, RT.

##### **Stage 2A Construction**

Maintain Rib Mountain Drive traffic on a minimum 11-foot wide lane in each direction along the median to accommodate milling and resurfacing of the outside lanes and

construction of the sidewalk on the east side of Rib Mountain Drive from Oriole Lane to Robin Lane. Maintain full access to the Oriole Lane, and Robin Lane intersections at all times. Close driveway at Station 175+50, RT only when driveway at Station 178+25, RT is open and close driveway at Station 178+25, RT only when driveway at Station 175+50 is open. Maintain access to driveways at Station 179+00, RT and LT and at all times. Close driveways at Station 176+90, LT and Station 180+00, RT. Close Wren Street only when driveway at Station 175+50, LT is open and close driveway at Station 175+50, LT only when Wren Street is open. Construct new driveway at Station 180+25, LT prior to removing driveway at Station 179+50, LT.

### **Stage 2B Construction**

Maintain Rib Mountain Drive traffic on a minimum 11-foot wide lane in each direction along the outside curb and gutter to accommodate construction of the raised median and turn lanes as well as the milling and resurfacing of the travel lanes. Maintain full access to the Oriole Lane, Wren Street and Robin Lane intersections at all times. Maintain right in/right out access to the driveways at Stations 175+50, RT, 176+90, LT, 178+25, RT and LT, 179+00, RT, 180+00, RT, and 180+25, LT at all times.

## **5. Holiday Work Restrictions.**

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

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

107-005 (20050502)

## **6. Utilities.**

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

107-065 (20080501)

There are known underground and overhead utility facilities located near or within the project limits. Coordinate construction activities with a call to Diggers Hotline or a direct call to utilities, which have facilities in the area, as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Utility locations shown on the plans are prior to any planned relocations or overhead burials.

**Wisconsin Public Service (WPS) Street Lighting** will install 9 new lights in the median at the request of the Town of Rib Mountain as follows:

Oriole Lane to Robin Lane:

Beginning at the new secondary pedestal at Station 168+22 58RT; install underground electric northeast to Station 168+72 4LT; then north to new light at Station 169+15 4LT.

Beginning at the new transformer at Station 173+40 44RT; install underground electric west to new lighting splice box at Station 173+32 8LT; then south to new light at Station 172+25 8LT; then south to new light at Station 170+75 15LT.

Beginning at the new lighting splice box at Station 173+32 8LT; install underground electric north to new light at Station 173+58 8LT; then north to new light at Station 174+75 15LT; then north to new light at Station 176+35 4LT; then north to new light at Station 177+95 6LT; then north to new light at Station 179+55 14LT; then north to new light at Station 181+15 15LT.

WPS plans for work on the street lighting facility to be completed during the project construction phase. WPS anticipates their work will take 14 working days to complete. The contractor shall give WPS 14 calendar days' notice and allow 14 days to perform their work.

The Wisconsin Public Service contact for electric is Clayton Vircks, (715) 848-7317, or Jason Linzmaier, (715) 848-7344.

**Wisconsin Public Service (WPS) Electric** will relocate overhead distribution facilities to underground at the request of the Town of Rib Mountain as follows:

Morning Glory to Cloverland: Beginning at Station 128+45 RT install underground electric within five feet of the proposed east right-of-way to Station 137+00 RT. Continue along the right-of-way to a new switchgear at Station 137+50 75 RT then continue at the east right-of-way, crossing Cloverland to Station 140+00 135 RT. From this point, continue west along the north right-of-way of Cloverland to a transformer at Station 140+90 50 RT and east along the north right-of-way to a new pole at Cloverland - Station 24+14 33 LT.

Remove all poles and overhead wires along the east side of Rib Mountain Drive between Station 128+45 RT and Station 139+20 RT, two overhead crossings on Cloverland Lane between Rib Mountain Drive and Wood Duck and a pole at Station 21+28 32 LT.

A new guy stub pole to be placed at Station 22+47 30 LT with anchors at Station 22+32 30 LT, install overhead guying to an existing pole at Station 23+05 31 LT.

Remove a pole at Station 22+41 30 LT and overhead conductors to the pole at Station 23+05 LT.

Oriole Lane to Bluebird Lane: Construction to begin on the south side of Oriole Lane west of Rib Mountain Drive, outside of project limits and approximately 240 feet west of the Rib Mountain Drive reference line.

From this location, cross Oriole Lane with UG circuits to the north right-of-way, continue east to street 168+95 48LT, cross Rib Mountain Drive to 168+95 38RT.

Going south from 168+95 38RT: Install along the east right-of-way of Rib Mountain Drive, east on the north right-of-way of Oriole to Station 168+15 90 RT, cross Oriole to Station 167+50 70 RT, then further south to a splice location at 166+96 35 RT. Equipment being placed in this route include: Three phase fuse pad at Station 168+53 41 RT; Lighting pedestal at Station 168+22 58 RT; Three phase switchgear at Station 167+50 70 RT; Single phase transformer at Station 167+22 50 RT.

An additional three phase circuit to be installed along the south right-of-way of Oriole from the Station 167+50 70 RT switchgear. This circuit will continue to a transformer at 250 feet east and a splice point 450 feet east of the Rib Mountain Drive reference line outside construction limits.

Going north from Station 168+95 38 RT: Install at the east right-of-way to Robin Lane, cross Robin Lane and continue to a new pole set in the existing overhead lead at Station 184+75 28 RT. Additional equipment (3 phase fuse pads and single phase transformers) to be placed in 12' x 12' utility easements, the center point of each at Station 173+40 44 RT and Station 178+68 44 RT. In conjunction with this installation, a three phase circuit for Peoples State Bank to cross at Station 177+85. This will continue west at the south bank property line in a utility easement.

Place one new pole at Station 178+82 30 RT to support an overhead electric service to a house at 2905 Rib Mountain Drive.

Overhead electric to be removed:

- Rib Mountain Drive between Oriole Lane and the new pole at Station 185+20 28 RT.
- Oriole Lane 240 feet west and 450 feet east of Rib Mountain Drive.
- Robin Lane 285 feet west and 200 feet east of Rib Mountain Drive.

Additional installations outside project limits include:

- Robin Lane west : New 3 phase UG beginning at the southeast corner of Cardinal and Robin and continuing east on the south right-of-way to a transformer 250 feet west of the intersection at 2900 Rib Mountain Drive ( IGA) .
- Also installing new UG service to the lighting controller at the northwest corner of Robin and Rib Mountain Drive from a pole on the north right-of-way of Robin 285 feet west of Rib Mountain Drive.

- Robin Lane east of Rib Mountain Drive: Place new pole 270 feet east of the intersection on the north right-of-way of Robin then install 3 phase UG electric west to the right-of-way of Rib Mountain Drive and north to a pole at Station 185+45 RT.
- Bluebird Lane: Installing a 3 phase UG tie beginning at the west side of Eagle Lane and continuing east on the north right-of-way of Bluebird , then crossing Rib Mountain Drive to the east right-of-way and to a new pole 260 feet north of Bluebird.

There are a total of ten poles between Oriole Lane and Robin Lane with attached street lighting that cannot be removed until just prior to road construction in 2017.

This work listed above will be performed prior to construction. No conflicts are anticipated.

WPS has a UG 3 phase electric crossing the proposed storm sewer on Cloverland at Station 23+90 30 RT that will need to be adjusted during storm sewer construction.

WPS attempted in November 2016 to directionally rock drill the Cloverland Drive crossing at Station 21”C”+40, but made little progress. An alternate rock drilling method was proposed, but was cost prohibitive. It was agreed by WPS and the Town of Rib Mountain to install this utility crossing by open cut across Cloverland Lane and to complete it concurrent with storm sewer construction in 2017. All utilities will be in conduit above the new storm sewer. Coordinate with Clayton Vircks at (715) 848-7317.

WPS plans for work on these facilities to be completed during the project construction phase. WPS anticipates their work will take three working days to complete. The contractor shall give WPS 14 calendar days’ notice and allow three days to perform their work.

The Wisconsin Public Service contact for electric is Clay Vircks, (715) 848-7317, or Jason Linzmaier, (715) 848-7344.

**Wisconsin Public Service (WPS) Gas** has underground gas lines within the project limits located within on the west side of Rib Mountain Drive from the north side of Morning Glory Lane to the south side of Cloverland Lane. From the intersection of Oriole Lane to the north side of Robin Lane, the underground gas line is located within the median. No conflicts are anticipated.

**Frontier** has underground telephone facilities and overhead facilities on WPS poles within the project limits. The overhead facilities on the east side of Rib Mountain Drive within the project limits will be adjusted with the WPS movement of the overhead facilities prior to the start of construction.

**Charter Communications** has cable television underground facilities and overhead facilities on WPS poles within the project limits. The overhead facilities on the east side of Rib Mountain Drive will be adjusted with the WPS movement of the underground facilities prior to the start of construction.



**Rib Mountain Sanitary District (Sanitary Sewer and Water Main)** has underground sanitary sewer lines and water main within the project limits. As part of this contract, the contractor is to adjust manhole covers and water valves concurrent with roadway construction.

Rib Mountain Sanitary District will relocate four hydrants to the new right-of-way. These relocations will be performed in conjunction with road construction. Rib Mountain Sanitary District anticipates their work will take two days to complete. The contractor shall give Rib Mountain Sanitary District seven calendar days' notice prior to the work needing to be completed. The contact for Rib Mountain Sanitary District is Mike Heyroth, (715) 359-6177. Coordinate with Rib Mountain for work on these facilities during construction in the areas called out below. This work will be completed during construction.

1. Hydrant at Station 125+75 will be moved to the right-of-way, approximately 40 feet to southeast.
2. Hydrant at Station 167+60 will be moved to the right-of-way, approximately 35 feet to southeast.
3. Hydrant at Station 175+75 will be moved to the right-of-way, approximately 10 feet to the west.
4. Hydrant at Station 181+75 will be moved to the right-of-way, approximately 10 feet to the east.

Rib Mountain Sanitary District will adjust curbstops. Several are on edge of sidewalk. These adjustments will be performed in conjunction with road construction. Rib Mountain Sanitary District anticipates their work will take 2 days to complete. The contractor shall give Rib Mountain Sanitary District 7 calendar days' notice prior to the work needing to be completed. The contact for Rib Mountain Sanitary District is Mike Heyroth, (715-359-6177). Coordinate with Rib Mountain for adjustment of these facilities during construction in the areas called out below. The following 18 curbstops will be adjusted to grade and put into vaults where needed (i.e., in sidewalk concrete):

1. Station 129+45
2. Station 130+95
3. Station 132+40
4. Station 140+75
5. Station 169+00
6. Station 173+50
7. Station 173+75
8. Station 174+40
9. Station 174+50
10. Station 175+35
11. Station 175+60
12. Station 176+30
13. Station 176+80
14. Station 177+45
15. Station 178+30
16. Station 178+55
17. Station 179+20
18. Station 179+25

The following 10 curbstops have no conflict and will not be adjusted:

1. Station 124+75
2. Station 125+30
3. Station 127+45
4. Station 129+00
5. Station 131+00
6. Station 133+75
7. Station 139+45
8. Station 168+20
9. Station 169+75
10. Station 172+10

The following 17 water and sewer manholes will be reconditioned by the contractor as part of line item bid in the general contract. Rings will be taken off and built up with new concrete rings and castings set to ½ inch below grade. These are located at:

1. Station 125+90 (water manhole)
2. Station 126+25 (sewer manhole)
3. Station 126+50 (water manhole)
4. Station 129+45 (sewer manhole)
5. Station 132+40 (sewer manhole)
6. Station 134+90 (sewer manhole)
7. Station 136+90 (sewer manhole)
8. Station 140+90 (sewer manhole), this is outside of project limits, but needs to be raised)
9. Station 167+75 (water manhole)
10. Station 168+25 (water manhole)
11. Station 172+30 (water manhole)
12. Station 172+60 (sewer manhole)
13. Station 172+75 (water manhole)
14. Station 176+60 (sewer manhole)
15. Station 180+60 (sewer manhole)
16. Station 182+40 (water manhole)
17. Station 182+55 (sewer manhole)

Rib Mountain Sanitary District will adjust 11 mainline and hydrant water valve boxes in conjunction with road construction. Rib Mountain Sanitary District anticipates their work will take 2 days to complete. The contractor shall give Rib Mountain Sanitary District seven calendar days' notice prior to the work needing to be completed. The contact for Rib Mountain Sanitary District is Mike Heyroth, (715) 359-6177. Coordinate with Rib Mountain for adjustment of these facilities during construction in the areas called out below. The valve boxes will be set to grade at the following locations:

1. Station 126+00
2. Station 126+20, 2 valves
3. Station 167+80
4. Station 167+85

5. Station 171+50
6. Station 172+50
7. Station 177+80
8. Station 182+00
9. Station 182+20
10. Station 183+20

**Utility Structures** The following two monotubes are extremely close to water/sewer laterals and will be field verified before being installed:

1. Station 139+40
2. Station 151+50

A hydroexcavator to excavate holes before installing monotubes is required.

The following monotubes are in the vicinity of water/sewer services, but may be installed at their present locations:

1. Station 125+60
2. Station 140+70
3. Station 152+75
4. Station 162+80
5. Station 164+20

All other monotubes are clear.

An area will be cleared to allow for the relocation of 4 hydrants. Most hydrants will be moving away from the road approximately 10 to 20 feet.

## **7. Work by Others.**

WPS electric will install street lighting along Rib Mountain Drive. This work is anticipated to be completed concurrently with the construction of stage 1 and stage 2. Coordinate with Jim Ehmann, WPS, (715) 573-7819, for timing and access requirements.

The Town of Rib Mountain will install tree plantings along Rib Mountain Drive. This work is anticipated to be completed concurrently with the construction of stage 2. Coordinate with Scott Turner, Town of Rib Mountain, (715) 573-0733, for timing and access requirements.

## **8. Environmental Protection, Aquatic Exotic Species Control.**

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

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these

procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

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

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

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

107-055 (20130615)

## **9. Public Convenience and Safety.**

*Replace standard spec 107.8 (4) with the following:*

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

Marathon County Sheriff's Department  
Marathon County Emergency Services Office  
South Area Fire/EMS Response (SAFER) District  
Wisconsin State Patrol  
Town of Rib Mountain

Wausau School District  
Wausau Post Office

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

## **10. Property Marks – Protecting and Restoring.**

*Replace standard spec 107.11.3 (1) with the following:*

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.

(NCR 107.09-05312011)

## **11. Coordination with Businesses and Residents.**

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

108-060 (20141107)

## **12. QMP Base Aggregate.**

### **A Description**

#### **A.1 General**

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

## **A.2 Contractor Testing for Small Quantities**

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

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

<sup>[1]</sup> 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.

<sup>[2]</sup> 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.
  - [4] 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.
  - [5] 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 <sup>[1]</sup>
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

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

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

## B.3 Laboratory

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

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

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

## B.4 Quality Control Documentation

### B.4.1 General

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

### B.4.2 Records

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



### **B.4.3 Control Charts**

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

### **B.5 Contractor Testing**

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

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

### **B.6.2 Fracture**

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard specification 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)

## **13. Stamping Colored Concrete, Item 405.1000.**

This special provision describes stamping and coloring concrete Federal Standard 595 – FS 31136 for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

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

- (1) Liquid release agent: colorless liquid formulated to break the bond between imprinting tools and surface of colored concrete.
- (2) Herringbone pattern imprinting tools.

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

- (1) Color concrete full-depth conforming to standard spec 405.3.1
- (2) Apply release agent according to manufacturer's recommendations.
- (3) Apply the desired pattern and texture using imprinting tools while the concrete is still in the plastic stage of set.

405-100 (20160607)

#### **14. Protecting Concrete.**

*Add the following to standard spec 415.3.14:*

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

The cost for providing the finisher(s), necessary equipment, and materials shall be considered incidental to the contract unit price for each concrete item.  
(NCR 415.01-10152014)

#### **15. Landmark Reference Monuments.**

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

*Add the following to standard spec 621.1:*

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

*Add the following to standard spec 621.3.1:*

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

*Add the following to standard spec 621.3.2.1 (1):*

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

*Add the following to standard spec 621.3.3:*

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

*Add the following to standard spec 621.5 (2):*

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

## **16. Mulching.**

*Replace standard spec 627.3.2 with the following:*

Perform the work as specified using Method B.

## **17. Field Facilities.**

*Add the following to standard spec 642.2.1(3):*

Provide a water cooler to dispense the bottled drinking water.

*Add the following to standard spec 642.3:*

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

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

## **18. Traffic Control.**

*Add the following to standard spec 643.3.1:*

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

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

Do not park or store equipment, vehicles, or construction materials within 30 feet of the edge of the traffic lane of any roadway during non-working hours.

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

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

Promptly replace all state owned signs that are removed by the contractor due to interference with construction operations. At no time may stop signs be removed or moved without flag persons present.  
(NCR 643.01-04062016)

## **19. Traffic Signals, General.**

Notify Scott Turner of the Town of Rib Mountain at (715) 848-5123 at least three weeks prior to the beginning of the traffic signal work.

## **20. Seeding.**

Replace standard spec 630.3.3(2) with the following: Sow seeds by method B combined with Mulching.

## **21. Sod Water, Item 631.0300.**

*Replace standard spec 631.3.5(1) with the following:*

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

Moisten sodded or seeded areas thoroughly after staking and cleanup.



Keep all sodded or seeded areas thoroughly moist by applying a minimum of 1 inch of water per week, minus applicable rainfall, for a minimum of 30 consecutive days. Do not leave un-watered for more than 3 days unless rainfall is sufficient and the engineer determines it does not require watering. Apply water in a manner to preclude washing or erosion. (NCR 631.01-12152015)

## **22. 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 Conduit 2-Inch or 3-Inch, 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 owner 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 owner 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)

**23. Temporary Traffic Signals for Intersections, Rib Mountain Dr & Morning Glory Ln, Item 661.0200.01; Rib Mountain Dr & Cloverland Ln, Item 661.0200.02; Rib Mountain Dr & Robin Ln, Item 661.0200.03; Rib Mountain Dr & Parrot Ln, Item 661.0200.04.**

*Append standard spec 661.2.1 with the following:*

- (5) Furnish and install all temporary traffic signal equipment as shown on the plan. The signal controller shall be capable of operating with a non-intrusive vehicle detection system. All wood poles shall be plumb and level. All requested timing changes shall be coordinated with the engineer.
- (6) Actuation of the manual control shall permit manual advance of the Walk, Pedestrian Clearance, and Green interval terminations only. Manual termination of Yellow or All Red clearance intervals shall not be permitted.
- (7) The Town of Rib Mountain will supply traffic signal timing. Contact Scott Turner of the Town of Rib Mountain at (715) 848-5123 for delivery of traffic signal timing.

*Replace standard spec 661.2.1 (3) with the following:*

Contractor shall use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal at the existing intersection. The Town of Rib Mountain will pay for all energy costs for the operation of the Temporary Traffic Signals at the existing and relocated intersections.

Contractor shall contact the local electrical utility at least four days prior to making the switch from the existing Permanent Traffic Signal to the Temporary Traffic Signal. The contractor shall contact the local electrical utility at least four days prior to making the switch from the Temporary Traffic Signal to the new Permanent Traffic Signal.

*Append standard spec 661.2.2 with the following:*

- (3) Furnish traffic signal backplates for all traffic signal faces.

*Replace standard spec 661.3.1(2) with the following:*

- (2) Request a signal inspection of the complete temporary traffic signal installation. Make this request to the engineer at least five working days before the requested inspection. Notify Scott Turner of the Town of Rib Mountain at (715) 848-5123 to coordinate the inspection.

*Append standard spec 661.3.1.4 with the following:*

- (4) Arrange for monthly inspections with the engineer to check the height of the span wire above the roadways. Ensure the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 24-hours 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 monthly inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide to the engineer all documentation related to the monthly span wire height checks and all records related to maintenance performed on the temporary traffic signal installations to the engineer.

*Replace standard spec 661.5 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
661.0200.01	Temporary Traffic Signals for Intersections Rib Mountain Dr & Morning Glory Ln	LS
661.0200.02	Temporary Traffic Signals for Intersections Rib Mountain Dr & Cloverland Ln	LS
661.0200.03	Temporary Traffic Signals for Intersections Rib Mountain Dr & Robin Ln	LS
661.0200.04	Temporary Traffic Signals for Intersections Rib Mountain Dr & Parrot Ln	LS

(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:

Furnishing and installing replacement equipment.

## **24. Fertilizer for Lawn Type Turf, Item SPV.0030.01.**

### **A Description**

This special provision describes furnishing and incorporating fertilizing material in the soil on areas of seeding or sod.

### **B Materials**

Use fertilizers that are standard, commercial, packaged or bulk products, in granular or liquid form conforming to Wisconsin Statutes and the Wisconsin Administrative Code Chapter ATCP 40. Ensure that each container of packaged fertilizer is plainly marked with the analysis of the contents showing minimum percentages of total nitrogen, available phosphoric acid, and soluble potash. If furnishing the fertilizer in bulk, include an invoice with each shipment indicating the minimum percentages of total nitrogen, available phosphoric acid, and soluble potash in the contents.

The total of nitrogen, phosphoric acid, and potash shall equal at least 41 percent. At least 80% of the nitrogen shall be water insoluble.

If using fertilizer with a nitrogen, phosphoric acid, and potash total greater than 41 percent, maintain a ratio of 4-1-2 (N-P-K) and apply at a rate that provides the equivalent amount of nitrogen, phosphoric acid, and potash that is provided by a fertilizer with a 41 percent total.

Provide a slow release type fertilizer with a 14-week residual effect after activation into the soil conforming to the following minimum requirements:

Nitrogen,..... not less than 22%  
Phosphoric Acid,..... not less than 5%  
Potash,.....not less than 10%

### **C Construction**

Uniformly apply the fertilizer to the seeding areas, and incorporate it into the soil by light discing or harrowing. If applying granular fertilizer, ensure it is well pulverized and free from lumps.

If incorporating fertilizer into topsoiled areas, apply it just before, and in conjunction with, final discing or harrowing, or if hand manipulating the topsoil, apply it just before final raking and leveling.

If fertilizing areas to receive sod, spread the fertilizer at the rate specified below uniformly over the soil before placing sod, and then work the fertilizer into the soil while preparing the earth bed as specified in standard spec 631.3.1.

Apply fertilizer containing 41 percent total of nitrogen, phosphoric acid, and potash at 7 pounds per 1000 square feet of area, unless the contract specifies otherwise. For Fertilizer for Lawn Type Turf that contains a different percentage of components, determine the application rate by multiplying the specified rate by a dimensionless factor determined as follows:

$$\text{Conversion Factor} = 41 / \text{New Percentage of Components}$$

### **D Measurement**

The department will measure Fertilizer for Lawn Type Turf by the hundred pounds (CWT) acceptably completed, and it will be measured based on an application rate of 7 pounds per 1000 square feet. The department will not measure fertilizer used for the bid items under standard spec 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT. of material incorporated by the ratio of the actual percentage of fertilizer components used to 41 percent for Fertilizer for Lawn Type Turf.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0030.01	Fertilizer for Lawn Type Turf	CWT

Payment is full compensation for providing, hauling, placing, and incorporating the fertilizer into the soil.  
(NCR 629.01-10152014)

**25. Poles Type 9, Item SPV.0060.01; Poles Type 10, Item SPV.0060.02; Poles Type 12, Item SPV.0060.03.**

**A Description**

Work under this item consists of furnishing and installing monotube poles as shown in the Plans, Traffic Signal Details, and as hereinafter provided.

**B Materials**

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

Use Category III criteria for Type 9 and Type 10 Poles. Use Category II criteria for Type 12 and Type 13 Poles.

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

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

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

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

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

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

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

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

Provide hand hold covers an pole caps.

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

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

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

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

### **C Construction**

Install contractor furnished poles as specified in the plan details and using appropriate contractor-furnished anchor bolts and hardware. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 641.3.1.2.

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

#### **C.2 Poles**

Clean each pole before installation.

Secure type 9, 10, 12, and 13 structures to anchor assemblies conforming to the procedures enumerated in department form DT2321. Complete department form DT2321 for each structure. Indicate the parties responsible for the installation and submit the form to the engineer for inclusion in the permanent project record.

### **D Measurement**

The department will measure Poles Type 9, 10 and 12 as each individual pole, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Poles Type 9	EACH
SPV.0060.02	Poles Type 10	EACH
SPV.0060.03	Poles Type 12	EACH

Payment is full compensation for providing and installing poles including all hardware and fittings necessary to install the poles.

**26. Monotube Arms 30-FT, Item SPV.0060.04; Monotube Arms 35-FT, Item SPV.0060.05; Monotube Arms 40-FT, Item SPV.0060.06.**

**A Description**

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

**B Materials**

**B.1 Monotube Arms**

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

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

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

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

Furnish monotube arms conforming to the following:

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

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

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

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

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

## **B.2 High-Strength Bolt/Nut/Washer Assemblies**

- (1) Furnish zinc-coated bolt/nut/washer assemblies consisting of high-strength type 1 galvanized bolts conforming to ASTM A325, type 1 galvanized grade DH or DH3 nuts conforming to ASTM A563, and galvanized flat washers conforming to ASTM F436. Also conform to the following:
  - Furnish 2 flat washers with each bolt/nut/washer assembly. Use the size, number, type, and configuration of hardened flat washers the DTI manufacturer recommends for bolt diameters greater than 1 1/8 inches.
  - Ensure that the supplier pre-assembles each bolt/nut/washer assembly before shipping.
  - Ensure that all bolt/nut/washer assemblies of a given size come from the same rotational-capacity lot, are shipped in sealed and labeled containers, and are accompanied by a certified report of test or analysis giving the results of the supplier's rotational-capacity testing. No field rotational capacity testing is required.
  - Furnish 3 or more additional bolt/nut/washer assemblies of each size for pre-installation testing.
  - Submit 2 or more additional bolts and 3 or more additional nuts and washers of each size for department mechanical testing. The contractor need not submit components from a lot and heat the department previously approved.
- (2) Hot-dip zinc-coat according to ASTM A153 supplemented by ASTM F2329 or mechanically zinc-coat according to ASTM B695, class 50. Remove excess hot-dip zinc coating on threads by centrifuging or air blasting immediately after withdrawal. Do not flame-chase. Ensure that the same zinc-coating process is used for bolts and nuts within a bolt/nut/washer assembly.
- (3) Ensure that the manufacturer provides identification marks for high-strength bolts and nuts according to ASTM A325.
- (4) Ensure that supplier-performed rotational capacity testing conforms to Report No. FHWA SA-91-031 "High-Strength Bolts for Bridges". Furnish 2 copies of a certified report of test or analysis indicating the results of required manufacturer/supplier tests.

### **B.2.1 High-Strength Bolts**

- (1) Provide 1-inch diameter by 6-inch long bolts for type 9 and 10 poles. Provide 1½-inch diameter by 7½-inch long bolts for type 12 and 13 poles. The full thread may extend into the grip not more than 5/8 inch.



- (2) Ensure that bolts conform to the following:

HARDNESS NUMBER		
BOLT SIZE	BRINELL min / max	ROCKWELL C min / max
1/2 through 1-inch	253 / 319	25 / 33
greater than 1-inch	223 / 286	19 / 30

### **B.2.2 High-Strength Nuts**

- (1) Ensure that the supplier lubricates zinc coated nuts with a lubricant containing dye that contrasts with the color of the zinc coating according to ASTM A563 supplementary requirements S1 and S2.

### **B.2.3 High-Strength Flat Washers**

- (1) If clearance is necessary, the contractor may clip washers on one side to a point not closer than 7/8 of the bolt diameter from center of washer.

### **B.3 Direct Tension Indicating Washers**

- (1) Furnish zinc-coated direct tension indicating (DTI) washers conforming to ASTM F959 type 325. Ensure that DTIs have identifying marks applied by the manufacturer. Provide the engineer with 2 copies of the DTI manufacturer's instructions showing acceptable installation configurations. Provide 3 or more additional DTI washers as required for pre-installation testing. Also provide the engineer with at least two 0.005-inch metal feeler gauges.

### **B.4 Testing and Reporting**

- (1) Ensure that supplier-performed rotational capacity testing conforms to Report No. FHWA SA-91-031 "High-Strength Bolts for Bridges". Furnish 2 copies of a certified report of test or analysis indicating the results of required manufacturer/supplier tests.

## **C Construction**

Install arms according to 657.3. Wiring of traffic signal heads shall be internal to the arm.

## **D Measurement**

The department will measure Monotube Arms 30-ft, 35-ft, and 40-ft as each individual arm, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Monotube Arms 30-FT	EACH
SPV.0060.05	Monotube Arms 35-FT	EACH
SPV.0060.06	Monotube Arms 40-FT	EACH

Payment is full compensation for providing and installing all materials, including all hardware, fittings, mounting devices, shims, and attachments necessary to completely install the arms.

## **27. Luminaire Arm Steel 6-Foot, Item SPV.0060.07.**

### **A Description**

Work under this item consists of furnishing and installing steel luminaire arms.

### **B Materials**

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

Use category III criteria if mounted on top of a Type 10 pole.

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

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

Furnish luminaire arms conforming to the following:

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

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

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

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

### **C Construction**

Install arms according to standing spec 657.2.

**D Measurement**

The department will measure each Luminaire Arm Steel (Length) as each individual arm acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Luminaire Arm Steel 6-Foot	EACH

Payment is full compensation for providing and installing all materials, including all hardware, fittings, mounting clamps, shims if required and attachments necessary to completely install arms.

**28. GPS Device with GPS Receiver Rib Mountain Drive and Kwik Trip Driveway, Item SPV.0060.08; Rib Mountain Drive and Parrot Lane, Item SPV.0060.09; Rib Mountain Drive and Robin Lane, Item SPV.0060.10; Rib Mountain Drive and CTH NN, Item SPV.0060.11.**

**A Description**

This special provision describes furnishing, installing, and making operational, a GPS device with GPS receiver in the traffic signal control cabinet at the following intersections:

- Rib Mountain Drive and Kwik Trip Driveway,
- Rib Mountain Drive and Parrot Lane
- Rib Mountain Drive and Robin Lane
- Rib Mountain Drive and CTH NN

**B Materials**

Furnish, install, and make operational, a GPS device with GPS receiver in the traffic signal cabinet. The GPS device and receiver shall be designed to reset the clock time in 170, 2070 and NEMA type traffic signal controllers using the time reference received from Global Positioning Satellites (GPS). It is intended for use in traffic control systems, and shall be of all solid state construction except for the relay output. All components shall be made available to the purchaser for servicing for five years after expiration of the manufacturer's warranty, or shall be so identified that they may be purchased from industrial electronics suppliers. The GPS unit shall have the ability to operate from both 115VAC and 12VDC power sources.

- (1) The GPS device shall be equipped with a means for mounting to a suitable back plate. Mounting holes that provide clearance for at least a No. 10 screw will be acceptable.

The GPS device shall not exceed 3.7"w x 7.5"h x 1.55"d. A case shall be provided to protect the GPS device from dust. The GPS device shall fasten securely to the case and must be easily removable from the case with the use of simple tools. The case need not be dust proof or rain tight since the GPS device will be installed in a new or existing traffic signal cabinet.

Interface to the power source and to the traffic signal controller shall be provided by means of a quick disconnect connector with a 48" mating harness. The AC and DC power inputs shall each be protected with a fuse and MOV. The harness shall include an AC power cord with a standard 3 prong plug, wires for the relay output and wires for the optional RS-232 serial output.

The GPS receiver shall not exceed 1.2"h x 3.5"w when mounted on the top or side of a traffic signal cabinet. The GPS receiver shall connect to the GPS device inside the traffic signal cabinet using a 48" wiring harness.

### **B.1 Timing**

- (1) The GPS device shall operate from a nominal 115 VAC, 60HZ power source, and shall operate satisfactorily between 95 and 135 VAC. The GPS device shall also operate from a 12VDC, +/- 2VDC. The GPS device shall operate satisfactorily between -30 and +74 degrees C.
- (2) Timing of the GPS device shall be derived from data received from the GPS receiver when the GPS receiver is locked on to at least three (3) satellites. During a power failure, the GPS device shall disable its outputs. Upon resumption of power, the GPS device shall automatically re-enable its outputs when the GPS receiver has again locked on to at least three (3) satellites.

### **B.2 Programming**

- (1) All programming shall be accomplished via rotary switches and jumpers that are an integral part of the GPS device circuit board. GPS devices that require external programmers such as a PDA or PC computer will not be accepted.
- (2) Provision shall be made for the user to set the hour of the day that the GPS device resets the traffic signal controller time. The user shall select the hour via a rotary switch or other acceptable means. If the hour rotary switch is set incorrectly, the LCD display shall indicate HOUR ERROR.
- (3) Provision shall be made for the user to select whether the GPS device resets the traffic signal controller time on the hour or on the half-hour. This selection shall be made with a push-on jumper or other acceptable means.

Changeover from standard time to daylight savings time or vice versa shall be accomplished automatically. The user shall be able to defeat the daylight savings time feature with a push-on jumper or other acceptable means. The unit shall automatically adjust for the new 2007 DST law.

Provision shall be made for the user to select the time zone in which the GPS device will be operating. The user shall select the time zone via a rotary switch or other acceptable means. The GPS device shall be programmable to the following time zone:

CST - Central Standard Time

If the time zone rotary switch is set incorrectly, the LCD display shall indicate ZONE ERROR.

Provision shall be made for the user to select the day or days of the week that the GPS device resets the traffic signal controller time. The user shall select the day or days of the week via a rotary switch or other acceptable means. The day or days of the week shall be selectable as follows:

- EDAY - Every day of the week
- SUN - Sunday
- MON - Monday
- TUE - Tuesday
- WED - Wednesday
- THU - Thursday
- FRI - Friday
- SAT – Saturday

If the day/s rotary switch is set incorrectly, the LCD display shall indicate DAYS ERROR.

A software package shall be available that will simulate the GPS signal from a PC or laptop. The operator shall be able to program the software to start the simulated GPS signal at any time-of-day, month, day and year.

### **B.3 Display**

- (1) Integral with the GPS device shall be an easy to read 16 character alphanumeric liquid crystal display (LCD). When the GPS receiver is locked on to at least three satellites, this display shall provide a clear indication of the day-of-week and the time-of-day. When the GPS receiver is not locked on to at least three atellites, the display shall indicate “acquiring sats”.
- (2) Provision shall be made to allow the user to review the setup of the GPS device. The user shall review the GPS device program by pressing a push-button located on the front of the GPS device. By pressing this button, the user shall view 1) the day or days of the week and the time of day that the GPS device is programmed to reset the traffic signal controller time, 2) the time zone selected and 3) whether the GPS device is programmed to adjust for daylight savings time. This program review shall not affect the current operation of the GPS device.

### **B.4 Outputs**

- (1) The GPS device shall have a single-pole, double-throw relay output with a contact rating of at least 15 amps at 120 VAC resistive load. The common and normally open contacts of this relay shall be used with traffic signal controllers that can reset their clock when logic ground is applied to a selected pin in the “D” (or other) connector.

- (2) The GPS device shall have an optional RS-232 serial output. This serial output shall be used with traffic signal controllers that reset their clock using a data string through its RS-232 input.

### **B.5 Warranty**

- (1) Each GPS device and GPS receiver shall be warranted to be free from defects in material and workmanship for a period of 12 months from the date of activation in the control cabinet and acceptance by the engineer.
- (2) Any warranty service required shall be promptly performed at the manufacturer's facility or the manufacturer's authorized service agency. The purchaser will pay transportation costs to such service point, and the manufacturer will pay those costs to return the unit by normal surface transportation means.
- (3) Service information shall be available to the purchaser consisting of at least schematics, parts locators and parts lists.

### **C Construction**

Perform work according to standard spec 651.3 and 655.3.

Install equipment according to manufacturer's instructions to make fully operational. Make necessary connections in the signal cabinet.

Supply a working sample of the GPS device, the GPS receiver and the simulation software with all cables and harnesses proposed to be furnished under this specification. Coordinate with the Town of Rib Mountain to arrange testing of the GPS device and GPS receiver.

### **D Measurement**

The department will measure GPS Device with GPS Receiver Rib Mountain Drive and Kwik Driveway, Rib Mountain Drive and Parrot Lane, Rib Mountain Drive and Robin Lane, and Rib Mountain Drive and CTH NN, completed according to the contract and accepted, as each unit of work.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	GPS Device with GPS Receiver Rib Mountain Drive and Kwik Trip Driveway	EACH
SPV.0060.09	GPS Device with GPS Receiver Rib Mountain Drive and Parrot Lane	EACH
SPV.0060.10	GPS Device with GPS Receiver Rib Mountain Drive and Robin Land	EACH
SPV.0060.11	GPS Device with GPS Receiver Rib Mountain Drive and CTH NN	EACH

Payment is full compensation for furnishing and installing the GPS device with GPS receiver in the traffic signal cabinet and assure that the GPS device will be fully operational; and for shop drawings and manuals, warranty, and testing.

**29. Traffic Signal Controller and Cabinet Rib Mountain Drive and Morning Glory Lane, Item SPV.0060.12; Rib Mountain Drive and Cloverland Lane, Item SPV.0060.13; Rib Mountain Drive and Starling Lane, Item SPV.0060.14.**

**A Description**

This special provision describes furnishing, installing, and making operational, a traffic signal controller and fully equipped cabinet at the following intersections:

- Rib Mountain Drive and Morning Glory Lane
- Rib Mountain Drive and Cloverland Lane
- Rib Mountain Drive and Starling Lane

The traffic signal control cabinet shall be NEMA TS2 Type 1 and the traffic signal controller shall be an Eagle EPAC 3608 M52.

**B Materials**

**B.1 General**

Provide the project plans and specifications to the traffic signal controller and cabinet supplier at least 18 weeks prior to scheduled field installation. Coordinate with the traffic signal controller and cabinet supplier to schedule the cabinet delivery date and time to the project site location. Notify Scott Turner of the Town of Rib Mountain at (715) 848-5123 at least five working days prior to cabinet delivery.

Coordinate directly with the traffic signal controller and cabinet supplier to schedule the cabinet acceptance testing. Notify Scott Turner of the Town of Rib Mountain at (715) 848-5123 and participate in the acceptance testing. The Town of Rib Mountain has the final determination of the cabinet acceptance testing date and time. The acceptance testing procedures will be provided by the Town of Rib Mountain.

The owner will not be responsible for project delays and costs due to the delays of delivery by the supplier or by the failure of the traffic signal controller and cabinet to pass acceptance testing.

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.

**B.2 Cabinet**

**B.2.1 Cabinet Design**

(1) Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size of 44 inches wide, minimum 24 inches deep, and minimum 52 inches to maximum 60 inches high. The size

of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished as listed in the materials section of this specification.

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

(3) Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Furnish the cabinet with a natural, uncoated, aluminum finish inside and outside. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

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

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

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

(7) Attach an aluminum, easily removable, gasketed cover over the air filter and louver.

### **B.2.2 Doors**

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

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



- (3) Include on the main door a solid stainless steel rod stop and catch mechanism capable of rigidly holding the door open at approximately 90, 120, and 180 degrees under windy conditions. The operator must be able to engage and disengage the catch with a shoed or booted foot.
- (4) The main door hinge shall be a one-piece, continuous piano hinge with a minimum 0.25 inch stainless steel pin running the entire length of the right side of the door (right-handed). Attach the hinge in such a manner that no rivets or bolts are exposed.
- (5) Equip the main door with a brass Corbin tumbler lock No. 2, swing away dust cap, and provide two keys No. 2. Equip the police door-in-door with a standard police lock and provide one key. Electrically bond the door to the rest of the cabinet with a braided copper grounding conductor. The length of the grounding conductor shall allow the door to swing fully open, without using the stop bar, without stretching or breaking the grounding conductor. The grounding conductor shall not interfere with normal door operation.
- (6) Provide a door switch for the main cabinet door. When the door is opened the switch shall send a signal to the controller sufficient for the controller to log an alarm.

### **B.2.3 Shelves and Mounting**

- (1) Mount a minimum of three vertical "C" channels, compatible with Unistrut channel nuts, on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. Install three vertical "C" channels or three slotted rails on the interior back wall of the cabinet. All mounting channels and rails shall extend to within 7 inches of the top and bottom of the cabinets and shall be of sufficient strength to rigidly hold specified shelves and equipment.
- (2) Provide two full-width, 11-inch deep, fully adjustable, aluminum shelves to support the controller and other equipment. Mount the lower shelf at a height above the bottom of the cabinet such that the shelf and attached drawer does not interfere with the ability to tilt the terminal facility forward on its hinges for maintenance purposes. Mount the top shelf at least 13 inches above the surface of the lower shelf.
- (3) Locate the controller and MMU on the top shelf. Locate the loop detector racks and other auxiliary equipment on the lower shelf. The power supply may be mounted on either shelf. Provide an under-shelf drawer under the lower shelf. The drawer shall be approximately 20 inches wide and the full depth of the shelf. The drawer shall operate easily and smoothly, and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools.

### **B.2.4 Auxiliary Cabinet Equipment**

- (1) Ventilate the cabinet by means of a 120 VAC, 60HZ, tube axial compact type fan located in the top of the cabinet plenum. The fan's free delivery airflow shall be equal to or greater than 100 cubic feet per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The

fan unit shall not crack, creep, warp, or have bearing failure within a seven year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees F. The fan shall run until the cabinet temperature decreases below the turn-on temperature setting by approximately 30 degrees F. The fan shall be fused.

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

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

### **B.3 Terminals and Facilities**

#### **B.3.1 Terminal Facility**

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

(2) Mount the bottom of the terminal facility a minimum of nine inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

(3) Fully wire the terminal facility with 16 load switch sockets: 8 phases of vehicular, 4 phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility BIU rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in two horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least 3 inches from the terminal facility.

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

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

- (6) Provide one 16-channel, 8-position, TS2 detector rack, with an integrally mounted BIU mounting. The rack shall be addressable. Power the detector rack by the cabinet power supply. Fasten the loop detector rack towards the left side of the lower shelf.
- (7) For BIU rack connectors, provide pre-wired address pins or jumper plugs corresponding to the requirements of the NEMA TS2 Standard. The address pins or jumper plugs shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.
- (8) For the terminal facility, contain all field wires within one or two rows of horizontally-mounted Marathon heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire. Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45 degree angle.
- (9) Identify all field input/output (I/O) terminals by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 Standard.
- (10) All field flash sequence programming at the field terminals shall be able to be accomplished with the use of only a screwdriver.
- (11) Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red).
- (12) Wire one RC network in parallel with each flash transfer relay coil.
- (13) Permanently label all logic-level, NEMA-controller and MMU input and output terminations on the terminal facility. Identity the function of each terminal position on the cabinet drawings.
- (14) Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum. Functions to be terminated shall be as specified in the listing of Input/Output Terminals in Section 5 of the NEMA TS2 Standard.
- (15) Conform all terminal facility and cabinet wiring to the WSEC. The green/ walk, yellow, and red/don't walk load switch outputs shall be minimum 16 gauge wire. The MMU (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent.

### **B.3.2 Auxiliary Panels**

#### **B.3.2.1 Vehicle Detection Interface Panel**

- (1) Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20-inch pounds of torque.

- (2) Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.
- (3) Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the interface panel to a detector rack. The twisted pair wires shall be color-coded wires. Provide a cable of sufficient length to allow the detector rack to be placed on either shelf.
- (4) Identify all termination points by a unique number silk screened on the panel.

### **B.3.2.2 Intersection Lighting**

- (1) Provide an intersection lighting control panel as described. The intersection lighting control panel shall consist of an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or equal), and a heavy duty six position terminal block (Marathon DJ1606 or equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:
  1. Control coil
  2. L1 in
  3. L2 in
  4. Neutral in and control coil
  5. L1 out
  6. L2 out
- (2) Protect each output by a MOV (V150LA20A) wired between the output and neutral. Include a photo control (Intermatic #K4021C or equal). Mount the photo control just above the cabinet door and approximately 12 inches from the right side of the cabinet. Wire the photo control to a 3 position terminal strip using 16AWG wire color coded to match the photo control wiring connected to the intersection lighting control panel.

### **B.3.3 Conductors and Cabling**

- (1) All conductors in the cabinet shall be copper 22 AWG or larger. All 14 AWG and smaller wire shall conform to MIL-W-16878/1, Type B, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation without clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall be UL or NRTL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation, and clear nylon jacketed.
- (2) Provide controller and MMU cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.
- (3) Provide the cabinet configuration with enough SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable

for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

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

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

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

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

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

#### **B.3.4 Cabinet Switches**

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

1. Controller On/Off
2. Cabinet Light
3. Stop Time (Three Position)
4. Manual Detector Switches (Three Position)

(2) Position Switch Label Function

(3) Upper Stop Time Place stop time on the controller

(4) Center Run Remove the stop time input to the controller

(5) Lower Normal Connects the MMU to the controller stop time input

(6) Locate the following switches behind the police access door:

1. Signal/Off
2. Flash/Normal
3. Hand/ auto
4. Coiled hand control and cable

(7) The above switches shall function as follows: Off: Signals Dark

Signal: Signals On and operating as follows:

Auto Hand

Flash: Signals Flash Signals Flash

Normal: Signals Normal Signals Advance by use of hand control

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

Position Function Up Detector Disabled

Center Detector Enabled Down Detector Called

## **B.4 Power Panel**

### **B.4.1 Power Panel Design**

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

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

### **B.4.2 Bus Bar**

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

### **B.4.3 Circuit Breakers**

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

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

- (2) Power the cabinet light through the GFI fuse, not a circuit breaker.

#### **B.4.4 Radio Interference Suppressor**

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

#### **B.4.5 Bus Relay**

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

#### **B.4.6 Surge Protector**

(1) Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor

#### **B.4.7 Power Receptacles**

- (1) Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience outlet at each of these two locations:
- On the interior right side wall above the power panel. The outlet shall be fully operational and fuse protected.
  - Near the power panel where it will not interfere with power panel maintenance.
  - This outlet is to be wired by field installation personnel.

#### **B.4.8 Suppressors and RC Network**

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

## **B.5 Auxiliary Devices**

### **B.5.1 Load Switches**

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

### **B.5.2 Flashers**

(1) Provide one solid state flasher conforming to the requirements of section 6.3 of the NEMA TS2 Standard.

### **B.5.3 Flash Transfer Relays**

(1) Provide flash transfer relays conforming to the requirements of section 6.4 of the NEMA TS2 Standard.

### **B.5.4 Inductive Loop Detector Units**

(1) Provide inductive loop detector units conforming to the requirements of section 6.5 of the NEMA TS2 Standard for 2-channel, rack mount detector units, type C.

### **B.5.5 Cabinet Power Supply**

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

## **B.6 Bus Interface Units (BIU)**

(1) Provide three BIUs conforming to the requirements of section 8 of the NEMA TS2 Standard. Provide two BIUs with the main panel and one BIU with one of the detector racks.

## **B.7 Malfunction Management Unit (MMU)**

(1) Provide one shelf-mountable, 16 channel, solid-state MMU with Ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard. The MMU shall be capable of the following:

- Detecting simultaneously active inputs of Green (Walk), Yellow, or Red (Don't Walk) on the same channel.
- Determining if the field signal input states detected as active or inactive by the MMU correspond with the data provided by the Controller Unit.
- Monitoring an optional external watchdog output from a Controller Unit or other external cabinet device.
- Monitoring an intersection with up to four approaches using the Flashing Yellow Arrow (for protected/permissive left and right turn movements).
- Event logging for the following; AC Line log, Prior/Previous Faults log, and Monitor Reset Log. All log entries shall include a date and time stamp.



- All monitor functions shall be capable of being programmed through the front panel, without the need for computers or special programs cards.
- A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction.

(2) The MMU shall have an LCD display that allows for viewing of log files and field indications, as well as the viewing and setting of date and time and configuration parameters.

### **B.8 Traffic Signal Controller**

Provide a fully actuated, solid state, digital microprocessor based EPAC 3608 M52 controller, with the current firmware as of the date of acceptance by the engineer, capable of providing the number and sequence of phases, overlaps, and any special logic as described herein. The controller unit shall meet and be operational for, the NEMA TS2 Standard, Section 3, specifications for the Type 1 Actuated (A1) configuration. The controller unit shall be capable of being upgraded by only a firmware/ software installation to meet and be operational for the NEMA TS2 Standard, Section 3, specifications for the Type 1 Actuated/ NTCIP (A1N, Level 2) configuration.

### **B.9 GPS Device with GPS Receiver**

Furnish, Install, and make operational, a GPS device with GPS receiver in the traffic signal cabinet. The GPS device and receiver shall be designed to reset the clock time in 170, 2070 and NEMA type traffic signal controllers using the time reference received from Global Positioning Satellites (GPS). It is intended for use in traffic control systems, and shall be of all solid state construction except for the relay output. All components shall be made available to the purchaser for servicing for five years after expiration of the manufacturer's warranty, or shall be so identified that they may be purchased from industrial electronics suppliers. The GPS unit shall have the ability to operate from both 115VAC and 12VDC power sources.

- (1) The GPS device shall be equipped with a means for mounting to a suitable back plate. Mounting holes that provide clearance for at least a No. 10 screw will be acceptable.
- (2) The GPS device shall not exceed 3.7"w x 7.5"h x 1.55"d. A case shall be provided to protect the GPS device from dust. The GPS device shall fasten securely to the case and must be easily removable from the case with the use of simple tools. The case need not be dust proof or rain tight since the GPS device will be installed in a new or existing traffic signal cabinet.

Interface to the power source and to the traffic signal controller shall be provided by means of a quick disconnect connector with a 48" mating harness. The AC and DC power inputs shall each be protected with a fuse and MOV. The harness shall include an AC power cord with a standard 3 prong plug, wires for the relay output and wires for the optional RS-232 serial output.

The GPS receiver shall not exceed 1.2”h x 3.5”w when mounted on the top or side of a traffic signal cabinet. The GPS receiver shall connect to the GPS device inside the traffic signal cabinet using a 48” wiring harness.

#### **B.9.1 Timing**

- (1) The GPS device shall operate from a nominal 115 VAC, 60HZ power source, and shall operate satisfactorily between 95 and 135 VAC. The GPS device shall also operate from a 12VDC, +/- 2VDC. The GPS device shall operate satisfactorily between -30 and +74 degrees C.
- (2) Timing of the GPS device shall be derived from data received from the GPS receiver when the GPS receiver is locked on to at least three (3) satellites. During a power failure, the GPS device shall disable its outputs. Upon resumption of power, the GPS device shall automatically re-enable its outputs when the GPS receiver has again locked on to at least three (3) satellites.

#### **B.9.2 Programming**

- (1) All programming shall be accomplished via rotary switches and jumpers that are an integral part of the GPS device circuit board. GPS devices that require external programmers such as a PDA or PC computer will not be accepted.
- (2) Provision shall be made for the user to set the hour of the day that the GPS device resets the traffic signal controller time. The user shall select the hour via a rotary switch or other acceptable means. If the hour rotary switch is set incorrectly, the LCD display shall indicate HOUR ERROR.
- (3) Provision shall be made for the user to select whether the GPS device resets the traffic signal controller time on the hour or on the half-hour. This selection shall be made with a push-on jumper or other acceptable means.

Changeover from standard time to daylight savings time or vice versa shall be accomplished automatically. The user shall be able to defeat the daylight savings time feature with a push-on jumper or other acceptable means. The unit shall automatically adjust for the new 2007 DST law.

Provision shall be made for the user to select the time zone in which the GPS device will be operating. The user shall select the time zone via a rotary switch or other acceptable means. The GPS device shall be programmable to the following time zones:

CST - Central Standard Time

If the time zone rotary switch is set incorrectly, the LCD display shall indicate ZONE ERROR.

Provision shall be made for the user to select the day or days of the week that the GPS device resets the traffic signal controller time. The user shall select the day or days of the week via a rotary switch or other acceptable means. The day or days of the week shall be selectable as follows:

EDAY - Every day of the week  
SUN - Sunday  
MON - Monday  
TUE - Tuesday  
WED - Wednesday  
THU - Thursday  
FRI - Friday  
SAT – Saturday

If the day/s rotary switch is set incorrectly, the LCD display shall indicate DAYS ERROR.

A software package shall be available that will simulate the GPS signal from a PC or laptop. The operator shall be able to program the software to start the simulated GPS signal at any time-of-day, month, day and year.

### **B.9.3 Display**

- (1) Integral with the GPS device shall be an easy to read 16 character alphanumeric liquid crystal display (LCD). When the GPS receiver is locked on to at least three satellites, this display shall provide a clear indication of the day-of-week and the time-of-day. When the GPS receiver is not locked on to at least three satellites, the display shall indicate “acquiring sats”.
- (2) Provision shall be made to allow the user to review the setup of the GPS device. The user shall review the GPS device program by pressing a push-button located on the front of the GPS device. By pressing this button, the user shall view 1) the day or days of the week and the time of day that the GPS device is programmed to reset the traffic signal controller time, 2) the time zone selected and 3) whether the GPS device is programmed to adjust for daylight savings time. This program review shall not affect the current operation of the GPS device.

### **B.9.4 Outputs**

- (1) The GPS device shall have a single-pole, double-throw relay output with a contact rating of at least 15 amps at 120 VAC resistive load. The common and normally open contacts of this relay shall be used with traffic signal controllers that can reset their clock when logic ground is applied to a selected pin in the “D” (or other) connector.
- (2) The GPS device shall have an optional RS-232 serial output. This serial output shall be used with traffic signal controllers that reset their clock using a data string through its RS-232 input.

### **B.9.5 Warranty**

- (1) Each GPS device and GPS receiver shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from the date of activation in the control cabinet and acceptance by the engineer.

(2) Any warranty service required shall be promptly performed at the manufacturer's facility or the manufacturer's authorized service agency. The purchaser will pay transportation costs to such service point, and the manufacturer will pay those costs to return the unit by normal surface transportation means.

(3) Service information shall be available to the purchaser consisting of at least schematics, parts locators and parts lists.

#### **B.10 Shop Drawings and Manuals**

(1) Submit detailed shop drawings of the control cabinet, equipment layout drawings and wiring diagrams of all equipment installed in the controller cabinet to the department for approval.

(2) At the time of the delivery, furnish the following:

- Two sets of installation, operations, and maintenance manuals per cabinet for each type of equipment and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists.
- Two sets of cabinet wiring diagrams located in a sealable heavy-duty clear plastic envelope mounted on the inside of the front door.

#### **B.11 Warranty**

(1) The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description. Provide a warranty statement which stipulates that the cabinet and all supplied equipment are warranted for two years from the date of purchase, FOB at the factory or an Authorized Repair Depot.

(2) If a malfunction in the controller unit, or its auxiliary equipment occurs during the warranty period, the supplier shall, within 24 hours after notification (excluding Saturday and Sunday), furnish a like controller unit module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction during the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the department shall then return the spare component to the supplier.

#### **B.11 Cabinet Testing**

(1) During the installation and testing of the controller, the contractor shall provide, at his own expense, a competent representative to oversee, direct and manage the installation and testing of the controller. In the final stages of the installation and testing, the manufacturer's representative shall be available at the job site for consultation until such time as the controller operation is tested and accepted.

#### **C Construction**

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.

All components shall be assembled, mounted, and connected in the traffic signal control cabinet per the plans. The controller shall be firmly mounted to the concrete pad. The assembled controller and cabinet shall be adjusted, tested, and demonstrated to be operating properly before acceptance.

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. Town of Rib Mountain personnel will perform the inspection.

#### **D Measurement**

The department will measure Traffic Signal Controller and Cabinet Rib Mountain Drive and Morning Glory Lane, Rib Mountain Drive and Cloverland Lane, and Rib Mountain Drive Starling Lane, completed according to the contract and accepted, as each unit of work.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Traffic Signal Controller and Cabinet Rib Mountain Drive and Morning Glory Lane	EACH
SPV.0060.13	Traffic Signal Controller and Cabinet Rib Mountain Drive and Cloverland Lane	EACH
SPV.0060.14	Traffic Signal Controller and Cabinet Rib Mountain Drive and Starling Lane	EACH

Payment is full compensation for furnishing and installing the signal controller and MMU together with cabinet, cabinet equipment, terminal facilities, load switches, detector amplifiers, GPS device and GPS receiver, and fittings as are necessary to assure that the controller will perform the said functions and be fully operational; and for shop drawings and manuals, warranty, signal timing installation, and testing.

### **30. Concrete Bases Type 10, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.15; Concrete Bases Type 13, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.16; Concrete Bases Type 10 Special, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.19; Concrete Bases Type 13 Special, Contractor Supplied Anchor Bolts and Rod Template, Item SPV.0060.20.**

#### **A Description**

This special provision describes constructing concrete bases, including the use of contractor supplied anchor bolts and anchor rod templates.

## **B Materials**

### **B.1 Concrete Bases**

Furnish grade A, A-FA, A-S, A-T, A-IS, A-IP, A-IT concrete conforming to standard spec 501.2 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

Furnish bar steel reinforcement conforming to standard spec 505.2.

Use schedule 40 PVC electrical conduit conforming to the electrical conduit specified in standard spec 652.

### **B.2 Anchor Bolts**

Furnish anchor rods, nuts, and washers conforming to ASTM F 1554, Grade 55. Hot-dip zinc coat the entire length of the anchor rods, and the nuts and washers conforming to ASTM A 153. Use zinc coated nuts manufactured with sufficient allowance to allow nuts to run freely on the threads.

### **B.3 Anchor Rod Template**

Furnish a steel top and bottom template conforming to ASTM A709, grade 36 as part of each anchor assembly. Provide a top template of sufficient gauge to hold the anchor rods securely in position at the top, and resist racking or twisting during the pour. Use a ½-inch thick bottom anchor plate-template and secure it to each anchor rod. Templates shall not be welded to the anchor rods.

## **C Construction**

### **C.1 Excavation**

Excavations required for the drilled shafts shall be performed through whatever materials encountered, of the dimensions, and to the elevations shown in the plans, or as directed by the engineer. The excavation and installation method shall be suitable for the intended results and materials encountered. Submit a plan for excavation means and methods to the engineer and receive approval prior to the commencement of excavation work. Blasting is not permitted.

Maintain a construction log during the drilled shaft excavation. Include on the construction log information such as ground elevation, groundwater elevation, sequence number, method of installation, machines and tools employed, drilling fluids employed, drilling times, excavated materials and their particular elevations, soil/rock-cores samples and their particular elevations, rock sockets and their elevation, bells plus their size and elevations, and all other information relevant to the excavation process that will assist the engineer in evaluating the foundation. Information shall also include proposed methods for disposal of excavated material and slurry in accordance to state and local environmental regulations, codes and ordinances, the standard specifications, or as directed by the engineer.

Sidewall overreaming shall be required when the sidewall of a drilled shaft as determined by the engineer have either softened due to, but not limited to, excavation methods, swelled due to delays in concreting, or degradation because of slurry cake buildup. The engineer

shall direct the thickness and extent of sidewall overreaming. However, overreaming thickness shall be 1/2-inch minimum and 3-inches maximum. The contractor shall bear all the costs associated with sidewall overreaming and concrete required to fill the additional overreaming volume of excavation.

## **C2. Concrete Bases**

Construct concrete bases, including necessary hardware, as specified in standard spec 501 and plan details, and provide the surface finish specified in standard spec 502.3.7.2. Inspect the forming and applicable reinforcement for concrete bases before pouring the concrete. Cure exposed portions of concrete bases as specified for concrete pavement in standard spec 415.3.12 except the contractor may use curing compound conforming to standard spec 501.2.9. Wait at least 7 days before installing poles.

## **C.3 Anchor Bolts**

Lubricate anchor bolt threads and nuts with bees wax or other high-wax lubricant. Set leveling nuts to the required elevation before installing the structure. Adjust top nuts and leveling nuts to align and plumb the structure. Ensure that all nuts are snug-tight with no gaps. Tighten each top nut 1/3 turn past snug for bolts 1 1/2 inch or smaller in diameter and 1/6 turn for larger diameter bolts conforming to the tightening sequence specified on department form DT 2321. If required, install jamb nuts wrench tight.

Complete department form DT 2321 for each structure. Indicate the parties responsible for the installation and submit the form to the engineer for inclusion in the permanent project record.

## **C.4 Anchor Rod Templates**

Secure the anchor rod template to all anchor rods at one time in its correct position as the plan details show. Ensure relative movement and misalignment does not occur. If any twisting, racking, or other movement of the anchor rods out of plumb, projection, or pattern, or any damage to the threads exists the engineer will reject the entire base.

Maintain the clear distance between the soil and the reinforcing steel cage using the means the plan detail shows. Do not weld the anchor rods to each other, the reinforcing steel cage, and the templates or to any other component of the foundation.

If an anchor rod template is located above the concrete surface, it may be removed 24 hours after placing the concrete.

## **D Measurement**

The department will measure Concrete Bases (Type), Contractor Supplied Anchor Bolts and Rod Template, and Concrete Bases (Type) Special, Contractor Supplied Anchor Bolts and Anchor Rod Template, and excavation by each unit, acceptably installed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Concrete Bases Type 10, Contractor Supplied Anchor Bolts and Rod Template	EACH
SPV.0060.16	Concrete Bases Type 13, Contractor Supplied Anchor Bolts and Rod Template	EACH
SPV.0060.19	Concrete Bases Type 10 Special, Contractor Supplied Anchor Bolts and Rod Template	EACH
SPV.0060.20	Concrete Bases Type 13 Special, Contractor Supplied Anchor Bolts and Rod Template	EACH

Payment for the Concrete Bases (Type), Contractor Supplied Anchor Bolts and Rod Template and Concrete Bases (Type) Special, Contractor Supplied Anchor Bolts and Rod Template is full compensation for providing concrete, reinforcing steel, and electrical conduit; for providing anchor rods, templates, nuts, and washers; for excavating; for driving steel piling if required; for installing electrical conduit, electrical ground, templates; for placing and curing concrete; for backfilling; and for disposing of surplus material and restoring the site.

### **31. Recondition Manhole, Item SPV.0060.17.**

#### **A Description**

Reconditioning existing manholes by replacing the adjusting rings and setting the manhole frame to the required elevation.

#### **B Materials**

Precast concrete adjusting rings or HDPE adjusting rings.

#### **C Construction**

Remove existing frame and adjusting rings, and reinstall new rings to required elevation.

*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.

#### **D Measurement**

The department will measure Reconditioning Manhole as each individual unit, completed regardless of frame size, acceptably completed.



**E Payment**

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Recondition Manhole	EACH

Payment is full compensation for excavating, removing casting and existing adjusting rings, installing new adjusting rings, reinstalling casting, backfilling, and compacting.

**32. Recondition Inlet, Item SPV.0060.18.****A Description**

Reconditioning existing inlets by replacing the adjusting rings and setting the inlet frame to the required elevation. Perform work conforming to standard spec 611 and as follows:

**B Materials**

Precast concrete adjusting rings or HDPE adjusting rings.

**C Construction**

Remove existing frame and adjusting rings, and reinstall new rings to required elevation.

*Revise standard spec 611.3.7 by deleting the last paragraph.*

Set the inlet frame 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 inlet 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 inlet 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.

**D Measurement**

The department will measure Recondition Inlet as each individual unit completed regardless of frame size, acceptably completed.

**E Payment**

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Recondition Inlet	EACH

Payment is full compensation for excavating, removing casting and existing adjusting rings, installing new adjusting rings, reinstalling casting, backfilling, and compacting.

### **33. Storm Sewer Pipe Corrugated Polyethylene, 42-Inch, Item SPV0090.01.**

#### **A Description**

This special provision describes storm sewer.

#### **B Materials**

Furnish corrugated polyethylene pipe conforming to standard spec 608.2.

#### **C Construction**

Install pipe according to the pertinent requirements of standard spec 608.3.

#### **D Measurement**

The department will measure Storm Sewer Pipe bid items by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe, from the pipe end at a free outlet to the center of the end catch basin, manhole, inlet, junction or other drainage structure; or from center to center of catch basins, end manholes, inlets, other drainage structures or junctions. The department will make no deduction from these measured lengths for intermediate catch basins, manholes, inlets, other drainage structures, junctions, or fittings.

#### **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	Storm Sewer Pipe Corrugated Polyethylene 42-Inch	LF

Payment is full compensation for providing storm sewer; for excavating, except for rock excavation; for providing and removing sheeting and shoring; for constructing the foundation and backfilling; for cleaning out; and for restoring the work site.

### **34. Research and Locate Existing Property Monuments, Item SPV.0105.01.**

#### **A Description**

This special provision describes researching and locating existing property monuments located within permanent easement, temporary easement or construction permit areas, within the construction limits, that may be lost or disturbed by construction operations.

This provision does not relinquish the contractor of his responsibility under standard spec 107.11.

#### **B (Vacant)**

#### **C Construction**

Prior to construction, research, locate and document the adjacent property monuments located within permanent easement, temporary easement and construction permit areas. Tie the located property monuments in with coordinates accurate to 1:3000 and tied to at least two adjacent section corners that will not be disturbed by any project.

Prepare a property monument location map showing the type of monuments originally found with their coordinates. A legible tax map or right-of-way plat is acceptable as a base map for the property monument location map. Provide a copy of the property monument location map to the engineer and region plat coordinator.

All work under this item is to be performed by, or under the direction of, a professional land surveyor registered in the State of Wisconsin.

After construction is completed property monument locations will be verified and reset, if necessary, under the item titled "Verify and Replace Existing Property Monuments".

#### **D Measurement**

The department will measure Research and Locate Existing Property Monuments as a single lump sum unit of work, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Research and Locate Existing Property Monuments	LS

Payment is full compensation for furnishing all research, field survey, locating, and recording of field data necessary to locate and determine coordinates for existing property monuments within the construction limits prior to construction; furnishing a professional land surveyor; preparing, annotating and delivering the property monument location map to the engineer. (NCR 650.01-04302015)

### **35. Verify and Replace Existing Property Monuments, Item SPV.0105.02.**

#### **A Description**

This special provision describes verifying the location of, and replacing existing property monuments, which were previously located under the item "Research and Locate Existing Property Monuments", that are determined to be lost or disturbed.

This provision does not relinquish the contractor of his responsibility under standard spec 107.11.

#### **B Materials**

Provide replacement property monuments that are one inch inside diameter by 24-inch long iron pipe or 3/4 inch diameter iron rod or rebar that are 24 inches long in locations outside of pavement areas, a Berntsen Steel Nail Marker for placement in asphalt pavement, or a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete pavement.

### **C Construction**

After construction is completed, verify the location of all property monuments previously located under the item “Research and Locate Existing Property Monuments”. Replace or reset as necessary, any property monuments that are lost or disturbed.

Prepare a property monument location map showing the type of monuments originally found, and the type of replacement monument used to replace or reset the lost or disturbed monuments, with their coordinates. A legible tax map or right-of-way plat is acceptable as a base map for the property monument location map. The property monument location map shall explicitly state that the replaced or reset monuments are not being certified as an actual property monument, only that evidence of a property monument was found and reset. Provide a copy of the property monument location map to the engineer and the county surveyor.

Perform all work under this item by, or under the direction of, a professional land surveyor registered in the State of Wisconsin.

### **D Measurement**

The department will measure Verify and Replace Existing Property Monuments as a single lump sum unit of work, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Verify and Replace Existing Property Monuments	LS

Payment is full compensation for furnishing all survey work necessary to verify the location of all property monuments previously located under the item “Research and Locate Existing Property Monuments”; replacing or resetting, as necessary, property monuments that are lost or disturbed from their original location; furnishing property monuments; furnishing a professional land surveyor; preparing, annotating and delivering the property monument location map.

(NCR 650.02-01112016)

## **36. Irrigation System, Item SPV.0105.03.**

### **A Description**

This special provision describes furnishing and installing equipment as common in the industry, associated piping and incidentals as shown and specified. Water sources will be provided by the Town of Rib Mountain. The irrigation systems must include a controlled valve distribution system.

Provide construction drawings for review according to requirements of General Conditions. Drawings must contain complete dimensional, operational, and material quality information on all equipment items. Provide sufficient copies of drawings for contractor’s needs,

supplier's needs, requirements of other contractors affected by equipment and two copies to be retained by the department and the Town.

Transmit copies of approved drawings to other affected contractors such as electrical contractor for wiring connections, plumbing contractor for piping limited to the following information: catalog sheets or drawings showing general arrangements, dimensions, weights, electrical characteristics, power consumption, model numbers, finishes, material, service accessibility requirements, capacity (gpm, etc.), efficiency and other data pertinent to application of item to project. All parameters given in equipment schedule to be stated in the drawings.

Drawings or submittals are required on following items:

- Control Valves
- Valve Boxes
- Sprinkler Heads
- Swing Joints
- Wiring Schematics
- Automatic Controller
- Quick Coupling Valves
- Booster Pump and Backflow Preventor

All work specified in this section shall conform to all applicable state and local codes, and to standards for materials and workmanship of nationally recognized approved agencies and trade associations, i.e. State Administrative Code, General Requirements; State Department of Health; American Society of Mechanical Engineers; American Society for Testing and Materials; The American Water Works Associations; Plastic Pipe Institute; Valve Manufacture Institute.

Plans of piping shown on scale drawings, are intended to indicate size and/or capacity where stipulated, approximate location and/or direction and approximate general arrangement of one phase of work to another, but not exact detail or arrangement of construction. Plans are based on equipment scheduled. Contractor is responsible for changes resulting from equipment other than scheduled.

If it is found before installation, that a more convenient, suitable or workable arrangement for any or all phases of project would result by varying or altering the arrangement indicated on the drawings, the contractor may change the location or arrangement of work without additional cost to the department, but only after obtaining a written approval by engineer.

Drawings are shown schematically, however, minor variations may occur. Verify dimensions, locations and any other information critical to placement of devices, with the drawings to assure proper installation. Field measurements take precedence over drawing dimensions and must be verified.

## **B Materials**

Each major component of equipment must have manufacturer's name, address, catalog and serial number permanently attached in a conspicuous place.

The same brand or manufacturer must be used for each specific application of valves, fittings, controls, and other equipment.

All materials must be new and of the quality specified.

All equipment must be listed, approved or rated by a nationally recognized testing and rating bureau of recognized manufacturers association responsible for setting industry standards. All electrical equipment and apparatus must be U.L. listed.

Acceptable irrigation manufacturers - Hunter, Toro or RainBird, but must be approved as approved equal to that product shown on the plans and in the specifications.

It is the intent of this specification to establish a uniform equipment pallet for this and the remaining phases of the project. Substitutions will only be allowed if in the opinion of the engineer it is deemed to be approved equal or an upgrade and offers the same features that were originally specified.

### Equipment Substitutions

Whenever a piece of equipment or material is identified by a manufacturer's trade name, catalog number, etc., it is intended merely to establish a standard; and any equipment of another manufacturer which will perform adequately the requirements of design and is of approved equal or greater quality than the specifications in the opinion of the engineer will be considered equally acceptable.

It is the intent of this specification to permit use of materials of any nationally recognized manufacturer so long as they are fully approved equal to quality and performance of named item in opinion of engineer. Materials or equipment of other manufacturers may be used upon following conditions.

Proposed substitute is approved equal in design, materials, construction and performance in opinion of engineer. No compromise in quality level will be allowed.

Service capabilities, availability of service parts, and stability of manufacturer are adequate in opinion of engineer and Town of Rib Mountain.

Contractor is responsible for any modifications required for installation of substitute equipment and for accommodation of such substitution by work of other contractors. Any additional expense on part of other contractors or Town of Rib Mountain due to substitution of equipment must be borne by contractor making such substitution.

Substitute equipment must fit into space provided with adequate provisions for service and maintenance.

## **B.1 Piping Systems**

### **B.1.1 Polyvinyl Chloride Pipe – PVC Pipe Mainline**

PVC pipe to be extruded from virgin materials. Pipe to have pressure ratings and size marked continuous on pipe. ASTM D2241.

Mainline piping must be CL200 PVC. Sleeving must be CL200 SDR-21 PVC. Pipe sleeves must be as indicated on the drawings. Wire sleeves must be a minimum of 2-inch in size. Mark all sleeve locations. Sleeves must be placed under all walks and drives or as indicated. Separate sleeves must be provided for pipes and wires.

Road bores must be HDPE piping with flange connections. Extend piping 5 feet beyond the surface.

PVC fittings: ASTM D2241 schedule 40 PVC molded fittings suitable for solvent weld, slip joint ring tite seal or screwed connections. S-80 PVC fittings may be used and may be threaded or solvent weld. S-80 TOE Nipples with S-80 couplings for plastic to metal connections (S-80 nipples cut in half will not be allowed).

All mainline piping to be trenched only. Vibratory plowing will not be allowed.

### **B.1.2 Polyethylene Pipe – PE Lateral Lines**

All polyethylene pipe must be virgin, high impact, polyethylene pipe, having minimum 100 PSI working pressure rating. All polyethylene pipe must be continuously and permanently marked with manufacturer's name, material, size, and schedule of type.

Pipe must conform to U.S. Department of Commerce Commercial Standard CS207-60, latest revision. Material must conform to all requirements of Commercial Standard (CS256-63), latest revision.

Construct polyethylene insert pipe fittings of Schedule 80 and conform to ASTM D2466. Secure polyethylene pipe to fitting by means of two stainless steel hose clamps for fittings of 1.5-inch and 2-inch. Fittings 1-inch and smaller to use one stainless steel clamp or approved methods.

Lateral lines are to be trenched. If conditions are appropriate and rock free for vibratory plowing, the contractor may plow lateral piping, but must get Town of Rib Mountain's approval prior to installation.

## **B.2 Irrigation Equipment**

### **B.2.1 Electric Control Valves**

All valves must be of globe or globe/angle configuration with a female pipe thread inlet and outlet connections. Diaphragm assembly must be sonically welded to form a solid-piece component. The diaphragm must be of rubber construction to retain flexibility and provide maximum sealing throughout its area.

Electric valves must have a manual flow control with a hand-operated, rising-type flow control stem with control wheel/handle and an internal manual bleed assembly. Size per plan.

All parts must be serviceable without removing valve from line. Install valve at any angle without affecting valve operation.

The 22-inch solenoid lead wires must be attached to a 24 VAC solenoid with waterproof molded coil capable of being removed by turning coil. Valve must be held normally closed by internal water pressure with manual bleed screw.

Equip the valve with an adjustable pressure regulator device with a dial for setting the outlet pressure.

### **B.2.2 Quick Coupler Valves**

The quick coupling valve must have a yellow vinyl cover and Acme threads.

The quick coupler is to have stabilizer wings. If the valve does not have stabilizers originally installed, use attachable stabilizers.

Quick coupler valves are to be mounted on a swing joint with brass female threads and placed in a 10-inch round valve box. The valve box is to be filled with 3/4-inch clear rock. Ensure proper height when backfilling.

### **B.2.3 Ductile Iron Fittings**

All mainline valve-tapping fittings are to be deep bell ductile iron fittings or saddle taps. DI fittings must have lugs to accept lateral connection valve.

### **B.2.4 Isolation Valves**

Isolation valves 3-inch and smaller must be bronze gate valves. The gate valve must be 200-pound rated, non-shock, solid disc, non-rising stem with threaded ends. Valves must have a bronze cross handle. Valve sizes to be as shown on plan. Connections to the piping must be made with a S-80 TOE nipple and a S-80 Coupling.

Isolation valves 4-inch and larger, to meet all AWWA C509-80 standards. Valves to be resilient seat body and bonnet are to be cast iron alloy ASTM A126 Class B or ductile iron ASTM A536. Valve to be epoxy coated inside and outside. Stems to be stainless steel with a cast iron 2-inch square operating nut. The valve must provide full diameter waterway, low torque operation and absolute shut-off. Valves must be push-on type valves. Valves to be 200 psi CWP Nibco P619-RW or approved equal.

### **B.2.5 Valve Boxes**

Valve boxes must be rectangular, 12-inch/w 6-inch extension or 10-inch round and have "T" lid tops.



Valve box must be of a size that provides adequate space for valve repairs. More than one valve requires a 12-inch rectangular box, a maximum of 1 electric valve and lateral connection per 12-inch rectangular valve box. A 10-inch round valve box to be used for isolation valves and wire drops only.

#### **B.2.6 Sprinkler Heads – Gear Drives**

All gear drive sprinkler heads must be 'I' commercial models manufactured by Hunter or approved equal.

The gear drive sprinklers to be mounted flush with final grade.

Retraction must be achieved by a heavy-duty steel retraction spring. Sprinkler must have a rubber cover. Sprinkler housing to be of high impact molded plastic. Sprinkler must have a large strainer so as to prevent nozzle clogging. Sprinkler must be constructed such that it is serviceable from top in that drive assembly, screen, and all internal components are accessible throughout top of sprinkler without disturbing case installation. The sprinkler must be capable of stopping water flow through the head without turning off the entire zone. The drive must be water lubricated and have a drain check valve for up to 10 feet. Radius reductions must be adjustable by up to 25 percent by means of adjustment screws accessible from top of cap when sprinkler is properly installed.

Show type, capacity and location of heads on the plan.

Sprinkler heads are to be mounted on funny pipe flexible connection. Maximum funny pipe length must be 24 inches. Appropriate saddles to be used on lateral piping.

#### **B.2.7 Solvent Weld Fittings**

Solvent weld PVC fittings are to be Schedule 40, ASTM D-2466 and ASTM D1784. PVC Schedule-40 fittings must be produced from PVC Type 1, Cell Classification 1245B. Fittings to be manufactured by Spears or approved equal. All solvents and cements must be that recommended by the manufacturer.

#### **B.2.8 Gasketed Fittings**

Gasketed PVC pipe fittings must carry a minimum pressure rating of 200 psi. All fittings must conform to ASTM 3139 and ASTM 1784.

#### **B.2.9 Swing Joints**

Swing Joints riser assemblies to have a working pressure rating of 315 psi @73F. The swing joint to have two O-rings at each swivel joint. The inlet and outlet sockets and threads must conform to ASTM standards D 2467 and D 2464, respectively. The body wall thickness of all components must conform to ASTM D 2464.

The swing joint riser assemblies will be molded of Rigid Poly (vinyl) Chloride (PVC) Type 1, Cell Classification 12454-B per ASTM Standard D 1784. It must be manufactured in such a way, that both the male and female O-ring sealing areas be free from mold parting

lines. The burst pressure tested per ASTM D2467 and the long term pressure tested at 1,000 psi for 1,000 hours.

The swing joint must have a three year warranty for the swing joint riser. The sprinkler swing joint to have a minimum length 10-inch nipple and quick coupler swing joints to have a minimum length 12-inch nipple and be by Spears or approved equal. The threads must correlate to sprinklers, quick couplers and related components. Quick couplers are to have a brass female threaded 90 ell outlet and use a 4-inch brass nipple to enter the bottom of the quick coupler.

#### **B.2.10 24-Volt Wiring**

All 24-volt wiring to be done with an UL listed 3M DBY or DBR splice kit.

Two wire connections are to use a DBY and three wire connections are to use a DBR connector.

All wire to be furnished in 2,500-foot reel.

All wiring is to be installed following existing codes.

Wiring at all corners; point of connections and electric valves to have a minimum 24-inch expansion loop.

All signal wire to include a solid copper conductor and polyethylene (PE) insulation. It must be rated for 600 volts and manufactured by Paige Electric or approved equal.

#### **B.2.11 Tools and Extra Equipment**

Provide to the Town of Rib Mountain, two sets of tools to repair and work on all equipment specified.

Provide one electric valve of each size specified and four sprinkler heads of each type specified.

Provide three quick coupling keys with three 1-inch hose swivels to the Town of Rib Mountain.

#### **B.3 Strong Box Enclosure**

Must be of metal construction, color to be approved of by Town of Rib Mountain, to fully enclose the equipment shown in the details.

### **C Construction**

#### **C.1 General**

Verify all necessary information regarding exact location of existing underground structures and utilities and mark their location, both at site and on all copies of installation plans.

## **C.2 Workmanship**

All work must be done by qualified irrigation installers that are knowledgeable and experienced in operations they are performing. Installation methods, procedures and materials must be according to accepted industry practice and with standards of manufacturing and contracting associations applicable to the work. All work must be neatly done with special emphasis on appearance of work exposed to view.

## **C.3 Excavation and Backfill**

Trenches for the PVC piping system, wiring and allied material will be excavated to a sufficient depth and width to permit handling and installation of the materials. Mainline trenches are to be a minimum of 26-inch cover to top of pipe. Lateral piping must have a minimum of 16-inch top of pipe cover. Mainlines, without the lateral connection, must be at a depth of 16 inches to the top of pipe.

Excavation for pipes must be cut to required grade. Provide an accurate grade and uniform bearing throughout the length of pipe. Backfill to be sand or rock free on-site materials, not exceeding 6 inches in thickness lifts and mechanically compacted in 6-inch layers as it is brought up to the top 6 inches of finish grade. Compaction must be 95 percent Modified Proctor.

Installation by trenchless methods may be allowed on 2-inch lateral piping and smaller, only if in the opinion of the engineer that the site conditions are acceptable and the contractor has equipment of sufficient size to install the piping by trenchless methods. Get written permission from engineer to install by trenchless methods.

When additional backfill material is needed to replace the unsuitable materials, it will be the contractor's responsibility and expense to supply such material. Contractor is responsible to dispose of the unsuitable material.

Concrete, asphalt or gravel paved areas, sidewalks, curb, gutters, and lawn areas, which are disturbed, must be replaced and restored to original condition unless specifically stated to the contrary.

Finish and fine grade trenches, disturbed areas around sprinklers heads, electric valves and any other excavated or disturbed areas.

## **C.4 Access**

All items of mechanical equipment are to be located so that parts requiring service and adjustment are accessible. Filter replacements, valve servicing, pump service, adjustment, replacement, control service, and pressure reducing valve service must be readily accessible. If additional access doors or panels are required to make service convenient, they must be provided by supplying item requiring services.

Irrigation system to be roughed in after finished grade is complete and before turf and landscaping is established.

### **C.5 Identification**

The legend and flow arrow must be applied at all valve locations. Valve numbering is to be located so as to be conspicuous and legible. The controller and valve numbering to be engraved in black on a yellow plastic tag, by Christy's Enterprise or approved equal. The tag size must be a standard size of 2.25 inches x 2.66 inches.

### **C.6 Tests and Adjustments**

Conduct tests of systems as required by codes, regulatory agencies and this specification. Tests are to be made under system operating pressure. Notify engineer and Town of Rib Mountain to conducting tests. Complete the Certification of Tests and Adjustments Form (at the end of this section) and submit to engineer when tests have been completed.

A hydrostatic test approved equal to scheduled operating pressure of the system is to be applied to main line and lateral lines.

Test complete system under full line pressure. Pressure must be maintained with less than 2 pounds loss in the system for four hours. If the system does not hold pressure, repair leaks and retest system until the system maintains pressure.

Furnish all necessary testing equipment.

Balance and make adjustments of the various components of the system so the overall operation of the system is the most efficient. Including but not limited to the synchronization of the controllers, adjustments to the pressure regulator valves and sprinkler adjustments. Coordinate controller setup with engineer.

### **C.7 Installation of Wire**

Control wire to be buried at minimum depth of 12 inches.

Sufficient slack is to be provided at each connection to facilitate future service. A 24-inch wire loop must be provided at all connections and changes of pipe direction.

Run Pulse and Common wire to each valve without interruption. Pulse and Common wires are to be spliced at valves or controllers only.

All underground splices must be waterproof 3MDBY or 3MDBR with wire connectors as manufactured by 3M Company, or approved equal. Use a DBY at 2 wire locations and a DBR with connection with more than two wires.

Wire drops will be located in a 10-inch round valve box. A minimum loop of 24-inch must be coiled and labeled in the valve box.

### **C.8 Installation of Piping**

Install mainline pipes with a minimum depth of 26 inches of cover on top of pipe.

Install lateral piping with a minimum depth of 16 inches.

Install all pipes according to manufacturer's recommendation and applicable codes.

Remove all gravel or other foreign material from trenches. Backfill must be with clean materials only.

All gasketed pipe, tees, elbows and fittings will be thrust blocked as detailed with concrete to prevent the breaking or blowing off of the joint. Gasketed Pipe Not Allowed on lateral lines.

### **C.9 Thrust Blocking**

Thrust blocks will be installed according to J-M installation guide #TR-533A 11-77 at all changes in direction, reducers and as shown on plans. The use of joint restraints on the main line must be approved by the engineer.

### **C.10 Winterization**

Winter drainage must be accomplished by replacing water with compressed air. Compressed air connector is located at point of connection shown on the plans. Drain system at end of first season at no cost to department. A blowout tap and threaded plug must be placed at the point of connection and after the backflow unit as directed by engineer for blowout purposes.

### **C.11 Cleaning Equipment and Premises**

Thoroughly clean all parts of the piping, valves, and equipment.

Remove all construction debris, excess materials, and equipment.

### **C.12 Operating And Maintenance Manuals**

Furnish to landscape architect two operating manuals for furnished equipment. Information sheets to be bound in standard three-ring binders labeled to show contractor's name, address, regular business phone number, emergency phone number, and date. Operating manuals must be submitted prior to completion of work to allow time for review. Manual to contain following information:

List (keyed with identification numbers used) each item of equipment, which requires service, giving the name of the item, model number, manufacturer's name and address, and providing the name, address, and phone number of the nearest representative of authorized service organization.

Cut sheets to be included for the following, but not limited to: electric valves, isolation valves, swing joints, valve boxes, controllers and sprinkler heads.

A copy of the shop drawing for each item.

A complete operating and maintenance manual, parts list, wiring diagrams, lubrication requirements, and service instructions for each major item.

Complete control diagrams with description of all operation sequences and control devices.

Properly executed registrations and registered manufacturer's warranties.

After completion of work and when Town of Rib Mountain has had sufficient time to examine operating manuals and become somewhat familiar with operation of equipment, a meeting will be arranged for purpose of instructing Town of Rib Mountain in proper maintenance of system and to answer questions regarding its operation.

### **C.13 As-Built**

Provide the Town of Rib Mountain a scaled drawing completed field "As-Built" of the system.

All components of the system are to be drawn and referenced to a fixed location on the site.

Components of the system but not limited to, sprinkler heads, electric valves, isolation valves, all PVC piping, quick couplers, PVC pipe sizing, power wire routes and size and 24v wire routes from the controller to the electric valves including common runs.

All PVC piping must be referenced in the trench for lengths of run, change in direction and distance and locations of all components referenced in feet from a known point.

Two final hard copies of the overall drawings with dimension and notes are to be provided to the engineer and Town of Rib Mountain. Provide individual controller sequencing sheets in a 24-inch x 36-inch size and 8 1/2-inch x 11-inch format. Both submittals must be laminated and placed as directed by Town of Rib Mountain. Contractor may contact the landscape architect for this service if needed.

### **CERTIFICATION OF TESTS AND ADJUSTMENTS FORM**

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

The contractor named above certifies that the tests and adjustments indicated below have been completed according to the specifications on the date indicated.

System pressure at the point of connection to be 90 psi.

Dynamic pressure at the head must be 60 psi.

TESTS

DATE

1. Hydrostatic test of main line \_\_\_\_\_  
Pressure tested at \_\_\_\_\_ psi
2. Water line tested under full pressure and made watertight \_\_\_\_\_
3. Water pressure at the farthest and highest sprinkler \_\_\_\_\_
4. Pattern of water coverage and adjustment \_\_\_\_\_
5. Complete cycle of program control \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

#### **D Measurement**

The department will measure Irrigation System 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.0105.03	Irrigation System	LS

Payment is full compensation for supplying a design and all required shop drawings and submittals; preparing the site, including all necessary excavations and disposal of surplus materials; furnishing and supplying all necessary components to produce a functional system; constructing the system; backfilling and compacting the backfill; and for testing the system.

- 37. Remove Traffic Signals Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.04; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.05; Rib Mountain Drive and Starling Lane, Item SPV.0105.06; Rib Mountain Drive and Parrot Lane, Item SPV.0105.07; Rib Mountain Drive and Robin Lane, Item SPV.0105.08; Rib Mountain Drive and CTH NN, Item SPV.0105.09.**

**A Description**

This special provision describes removing existing traffic signals at the intersection of Rib Mountain Drive and Morning Glory Lane, Rib Mountain Drive and Cloverland Lane, Rib Mountain Drive and Starling Lane; Rib Mountain Drive and Parrot Lane, Rib Mountain Drive and Robin Lane, Rib Mountain Drive and CTH NN, 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 Scott Turner of the Town of Rib Mountain Drive at (715) 848-5123 at least three 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 city 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, shall be replaced by the contractor at no cost to the Town.

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, 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.

Remove underground signal cable, internal wires, street lighting cable, loop detector wire, and lead in cable except where noted in the plans. Dispose of wire and cable.

Dispose of all signal equipment removed from the Rib Mountain Drive and Robin Lane intersection. Salvage equipment to be reinstalled. Dispose of all other signal equipment not being reinstalled.

**D Measurement**

The department will measure Remove Traffic Signals Rib Mountain Drive and Morning Glory Lane, Rib Mountain Drive and Cloverland Lane, Rib Mountain Drive and Starling Lane, Rib Mountain Drive and Parrot Lane, Rib Mountain Drive and Robin Lane, and Rib Mountain Drive and CTH NN, 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.0105.04	Remove Traffic Signals Rib Mountain Drive and Morning Glory Lane	LS
SPV.0105.05	Remove Traffic Signals Rib Mountain Drive and Cloverland Lane	LS
SPV.0105.06	Remove Traffic Signals Rib Mountain Drive and Starling Lane	LS
SPV.0105.07	Remove Traffic Signals Rib Mountain Drive and Parrot Lane	LS
SPV.0105.08	Remove Traffic Signals Rib Mountain Drive and Robin Lane	LS
SPV.0105.09	Remove Traffic Signals Rib Mountain Drive and CTH NN	LS

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

**38. Emergency Vehicle Preemption System Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.10; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.11; Rib Mountain Drive and Starling Lane, Item SPV.0105.12; Rib Mountain Drive and Parrot Lane, Item SPV.0105.13; Rib Mountain Drive and Robin Lane, Item SPV.0105.14; Rib Mountain Drive and CTH NN, Item SPV.0105.15.**

**A Description**

This special provision includes furnishing and installing an emergency vehicle preemption (EVP) system for the permanent traffic signal installation as shown on the plans.

**B Materials**

Infrared receivers shall be Tomar StrobeCom model 2090-SD to provide continuous receiving coverage on each detected approach. Detector mounts shall be Tomar StrobeCom model 2090M-1 to mount the receivers at the locations shown on the plans. Detector cable shall be M913 Tomar StrobeCom detector cable. The optical signal processor shall be Tomar StrobeCom Model 2080 OSP.

**C Construction**

Install equipment according to manufacturer's instructions to provide a fully operational system. Make connections in the signal cabinet and program the signal controller according to the preemption sequence in the plans.

Coordinate with the Town of Rib Mountain to arrange testing of each receiver and the overall preemption system using city emergency vehicles under realistic conditions. Adjust detectors and other system equipment to provide the specified detection ability.

#### **D Measurement**

The owner will measure Emergency Vehicle Preemption System Rib Mountain Drive and Morning Glory Lane, Rib Mountain Drive and Cloverland Lane, and Rib Mountain Drive and Starling Lane as a single lump sum unit of work, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.10	Emergency Vehicle Preemption System Rib Mountain Drive Morning Glory Lane	LS
SPV.0105.11	Emergency Vehicle Preemption System Rib Mountain Drive and Cloverland Lane	LS
SPV.0105.12	Emergency Vehicle Preemption System Rib Mountain Drive and Starling Lane	LS
SPV.0105.13	Emergency Vehicle Preemption System Rib Mountain Drive and Parrot Lane	LS
SPV.0105.14	Emergency Vehicle Preemption System Rib Mountain Drive and Robin Lane	LS
SPV.0105.15	Emergency Vehicle Preemption System Rib Mountain Drive and CTH NN	LS

Payment is full compensation for furnishing and installing the emergency vehicle preemption system, testing and set up, and making the EVP system fully operational.

### **39. Temporary Non-Intrusive Vehicle Detection System Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.16; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.17; Rib Mountain Drive and Robin Lane, Item SPV.0105.18.**

#### **A Description**

This special provision describes 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.

Provide detection equipment, components, and terminations under this item 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.

Provide flexible detection area placement anywhere and at any orientation. Preferred detector configurations shall be detection areas placed across lanes of traffic for optimal count accuracy and 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**

Install the temporary NIVDS. Installation shall be 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), advise the engineer before setting the zone.

Provide a non-intrusive vehicle detection system as shown in the traffic signal construction plans, 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 at a minimum and at the opening of each stage of temporary traffic signal operation to ensure they are working properly and aimed properly. Adjustment of the detection zones and/or moving of the temporary vehicle detection sensors will be required any time the set detection zones do not cover the desired detection area. This could be due to changes in traffic control, staging, other construction operations, or other factors.

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 Rib Mountain Drive and Morning Glory Lane, Rib Mountain Drive and Cloverland Lane, and Rib Mountain Drive Robin Lane, 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.16	Temporary Non-Intrusive Vehicle Detection System Rib Mountain Drive and Morning Glory Lane	LS
SPV.0105.17	Temporary Non-Intrusive Vehicle Detection System Rib Mountain Drive and Cloverland Lane	LS
SPV.0105.18	Temporary Non-Intrusive Vehicle Detection System Rib Mountain Drive and Robin Lane	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 checking and resetting of detection zones; for cleaning for dirt and dust build-up; and for removing all equipment at the completion of the project.

**40. Reinstall Salvaged Traffic Signal Equipment Rib Mountain Drive and Morning Glory Lane, Item SPV.0105.19; Rib Mountain Drive and Cloverland Lane, Item SPV.0105.20; Rib Mountain Drive and Starling Lane, Item SPV.0105.21.**

**A Description**

This special provision describes salvaging and reinstalling existing traffic signal equipment and folding stop sign (R1-1F) at the intersection of Rib Mountain Drive and Morning Glory Lane, Rib Mountain Drive and Cloverland Lane, Rib Mountain Drive and Starling Lane, and Rib Mountain Drive and Parrot Lane. Specific removal items are noted in the plan.

**B (Vacant)**

**C Construction**

Make a reasonable effort to inspect salvaged equipment for damage or defects. If damage or defects discovered, contact Scott Turner of the Town of Rib Mountain at (715) 848-5123 for the Rib Mountain Drive intersections. Any equipment not identified as damaged or not working, prior to salvage, shall be replaced by the contractor at no cost to the Town.

Reinstall the salvaged traffic signal equipment at the new locations shown on the plan and according to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3.

Equipment salvaged from one intersection may be reinstalled at a different intersection.

**D Measurement**

The department will measure Reinstall Salvaged Traffic Signal Equipment Rib Mountain Drive and Morning Glory Lane, Rib Mountain Drive and Cloverland Lane, Rib Mountain Drive and Starling Lane, and Rib Mountain Drive and Parrot Lane, 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.0105.19	Reinstall Salvaged Traffic Signal Equipment Rib Mountain Drive and Morning Glory Lane	LS
SPV.0105.20	Reinstall Salvaged Traffic Signal Equipment Rib Mountain Drive and Cloverland Lane	LS
SPV.0105.21	Reinstall Salvaged Traffic Signal Equipment Rib Mountain Drive and Starling Lane	LS

Payment is full compensation for salvaging the equipment and reinstalling the signal equipment at the new locations specified in the plan.

## **41. Modify Traffic Signal Cabinet Rib Mountain Drive and Parrot Lane, Item SPV.0105.22; Rib Mountain Drive and Robin Lane, Item SPV.0105.23; Rib Mountain Drive and CTH NN, Item SPV.0105.24.**

### **A Description**

This special provision describes the modification of the traffic signal cabinet to accommodate new traffic signal equipment and revised traffic signal operations at the following intersections:

- Rib Mountain Drive and Parrot Lane
- Rib Mountain Drive and Robin Lane
- Rib Mountain Drive and CTH NN

Complete all work in conformance with standard spec 651.

### **B Materials**

Furnish all materials and equipment required to operate the intersection traffic signal as shown on the plans and in the sequence of operations, including, but not limited to, circuit breakers, load switches, detector amplifiers, surge protectors, varistors, and other cabinet equipment. All equipment shall be new.

### **C Construction**

Install the new equipment and modify the traffic signal cabinet to accommodate new signal equipment as shown on the plan and according to standard spec 651. Program the traffic signal controller and conflict monitor to accommodate the updated traffic signal timing and phasing as shown on the plan and in the traffic signal timing plan. Install the revised signal timing plan. The region signal engineer will provide the timing plan.

Make the proposed signal system complete from the source of supply to the most remote unit. Test all new and reconnected grounded conductors, equipment grounding conductors, and ungrounded conductors as specified in standard spec 651.3.3. Test all loop detectors and preemption. The completed cabinet shall be fully functional to operate all the existing and

new traffic signal equipment, lighting equipment, and the proposed traffic signal timing plan.

Prepare three sets of cabinet wiring diagrams showing the entire cabinet. Place two cabinet wiring diagram sets in a heavy duty clear plastic envelope mounted on the inside of the front cabinet door, and provide one cabinet wiring diagram set to the engineer.

Demonstrate the cabinet operation to the engineer. Notify Scott Turner of the Town of Rib Mountain at (715) 848-5123 for Rib Mountain Drive and Parrot Lane, Rib Mountain Drive and Robin Lane, and Rib Mountain Drive and CTH NN intersections at least five working days in advance of the proposed review time to arrange the demonstration.

#### **D Measurement**

The department will measure Modify Traffic Signal 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.0105.22	Modify Traffic Signal Cabinet Rib Mountain Drive and Parrot Lane	LS
SPV.0105.23	Modify Traffic Signal Cabinet Rib Mountain Drive Robin Lane	LS
SPV.0105.24	Modify Traffic Signal Cabinet Rib Mountain Drive and CTH NN	LS

Payment is full compensation for furnishing and installing cabinet materials and equipment; modifying the traffic signal cabinet and controller; furnishing and installing miscellaneous items such as, but not limited to, wire nuts, splice kits, connectors, tape, insulating varnish, and ground lug fasteners; cleaning up and disposing of all waste; testing the cabinet; and demonstrating the cabinet.

### **42. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.01.**

#### **A Description**

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

#### **B (Vacant)**

#### **C Construction**

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than 3 inches in diameter are not present within 1 foot of the finished surface of the topsoil.

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

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

Shape the topsoil so that the horizontal or sloped surface between any two points 10 feet apart does not vary by more than 1 inch. Roll with a turf type roller to a uniform minimum compacted depth of 6 inches.

Shape and compact the topsoil adjacent to pavements, sidewalks and curbs to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than 1/4-inch.

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.07	Preparing Topsoil for Lawn Type Turf	SY

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

(NCR 625.01-04302015)





---

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

---

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

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

### ***I. BASIC CONCEPTS***

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   2   (number) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

## ***I. RATIONALE AND SPECIAL NOTE***

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

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

## ***II. IMPLEMENTATION***

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

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

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

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

#### **IV. TRANS TRAINING**

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

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

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

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

#### **V. APPRENTICESHIP TRAINING**

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

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

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

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

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

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE [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](mailto:DBE_Alert@dot.wi.gov) ([DBE\\_Alert@dot.wi.gov](mailto: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](mailto: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](mailto:DOTDBESupportServices@dot.wi.gov).
  - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
    - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
    - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
    - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
  - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
  - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
  - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
    - (a) Email to all prospective DBE firms in relevant work areas.
    - (b) Phone call log to DBE firms who express interest via written response or call.
    - (c) Fax/letter confirmation
    - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

- (1) Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.



- (3) **Special Circumstance** - Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
- i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
  - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
  - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
  - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
  - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

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

## 6. Use of Joint Checks

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

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

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

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

## 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## 8. Department's Criteria for DBE Participation

### Directory of DBE firms

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

## 9. Counting DBE Participation

### Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

## 10. Commercially Useful Function

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

## 11. Credit Evaluation for Trucking

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

## 12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

### a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

### b. Regular Dealers of Material and/or Supplies

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

### c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice.

*WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice.* Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

### **13. Credit Evaluation for DBE Primes**

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

### **14. Joint Venture**

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

### **15. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

### **16. DBE Replacement or Termination**

#### **Contractual Requirement**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

#### **Contractor Considerations**

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
  - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
    - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
    - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. **EXCEPTION:** The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
    - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

### **The Request to Replace or Terminate a DBE**

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

1. Contract ID number.
2. Wisconsin DOT Contract Project Manager name and contact information.
3. DBE name and work type and/or NAICS code.
4. Contract's progress schedule.
5. Reason(s) for requesting that the DBE be replaced or terminated.
6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

*Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines {49 CFR part 26.53}*

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

**Evaluation and Response to the Request**

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at [DBE\\_Alert@dot.wi.gov](mailto: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](mailto: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](mailto: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](mailto:Joe@joetheplumber.com)

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_  
 Letting Date: \_\_\_\_\_  
 Project ID: \_\_\_\_\_

**Please check all that apply**

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

**Prime Contractor's Contact Person**

**DBE Contractor Contact Person**

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

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

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

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

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

## **APPENDIX B**

### **BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

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

#### **Primes**

- 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](http://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 <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

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

<sup>[2]</sup> 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<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

<sup>[1]</sup> 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.

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

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

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

<sup>[5]</sup> 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<sup>[1]</sup>**

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

<sup>[1]</sup> SMA pavements are not eligible for density incentive.

<sup>[2]</sup> 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 1<sup>st</sup> 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](http://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
PILEDRIIVER.....	\$ 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, TREMPPEALEAU, 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 TREMPPEALEAU  
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 Specialist

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.

=====

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](http://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.

=====

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 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	201.0120 Clearing	222.000 ID	_____.	_____.
0020	201.0220 Grubbing	222.000 ID	_____.	_____.
0030	204.0110 Removing Asphaltic Surface	10,897.000 SY	_____.	_____.
0040	204.0120 Removing Asphaltic Surface Milling	21,400.000 SY	_____.	_____.
0050	204.0130 Removing Curb	9.000 LF	_____.	_____.
0060	204.0150 Removing Curb & Gutter	9,257.000 LF	_____.	_____.
0070	204.0155 Removing Concrete Sidewalk	629.000 SY	_____.	_____.
0080	204.0195 Removing Concrete Bases	28.000 EACH	_____.	_____.
0090	204.0220 Removing Inlets	4.000 EACH	_____.	_____.
0100	204.0245 Removing Storm Sewer (size) 01. 12-INCH	37.000 LF	_____.	_____.
0110	205.0100 Excavation Common	1,994.000 CY	_____.	_____.
0120	208.0100 Borrow	341.000 CY	_____.	_____.
0130	213.0100 Finishing Roadway (project) 01. 6999-18-72	1.000 EACH	_____.	_____.
0140	305.0110 Base Aggregate Dense 3/4-Inch	1,315.000 TON	_____.	_____.
0150	305.0120 Base Aggregate Dense 1 1/4-Inch	394.000 TON	_____.	_____.
0160	310.0110 Base Aggregate Open-Graded	182.000 TON	_____.	_____.



## Proposal Schedule of Items

Page 2 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

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	405.1000 Stamping Colored Concrete	161.000 CY	_____.	_____.
0180	416.0160 Concrete Driveway 6-Inch	378.000 SY	_____.	_____.
0190	455.0605 Tack Coat	1,399.000 GAL	_____.	_____.
0200	460.2000 Incentive Density HMA Pavement	2,580.000 DOL	1.00000	2,580.00
0210	460.6223 HMA Pavement 3 MT 58-28 S	507.000 TON	_____.	_____.
0220	460.6244 HMA Pavement 4 MT 58-34 S	3,510.000 TON	_____.	_____.
0230	465.0105 Asphaltic Surface	124.000 TON	_____.	_____.
0240	465.0110 Asphaltic Surface Patching	535.000 TON	_____.	_____.
0250	465.0315 Asphaltic Flumes	37.000 SY	_____.	_____.
0260	520.8000 Concrete Collars for Pipe	4.000 EACH	_____.	_____.
0270	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0280	601.0110 Concrete Curb Type D	9.000 LF	_____.	_____.
0290	601.0407 Concrete Curb & Gutter 18-Inch Type D	5,345.000 LF	_____.	_____.
0300	601.0411 Concrete Curb & Gutter 30-Inch Type D	3,782.000 LF	_____.	_____.
0310	602.0405 Concrete Sidewalk 4-Inch	25,713.000 SF	_____.	_____.
0320	602.0415 Concrete Sidewalk 6-Inch	529.000 SF	_____.	_____.



## Proposal Schedule of Items

Page 3 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	602.0505 Curb Ramp Detectable Warning Field Yellow	458.000 SF	_____.	_____.
0340	606.0100 Riprap Light	19.000 CY	_____.	_____.
0350	608.3012 Storm Sewer Pipe Class III-A 12-Inch	151.000 LF	_____.	_____.
0360	608.3015 Storm Sewer Pipe Class III-A 15-Inch	94.000 LF	_____.	_____.
0370	608.3018 Storm Sewer Pipe Class III-A 18-Inch	59.000 LF	_____.	_____.
0380	611.0530 Manhole Covers Type J	3.000 EACH	_____.	_____.
0390	611.0612 Inlet Covers Type C	4.000 EACH	_____.	_____.
0400	611.0624 Inlet Covers Type H	9.000 EACH	_____.	_____.
0410	611.0642 Inlet Covers Type MS	6.000 EACH	_____.	_____.
0420	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0430	611.2006 Manholes 6-FT Diameter	1.000 EACH	_____.	_____.
0440	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
0450	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0460	611.3230 Inlets 2x3-FT	6.000 EACH	_____.	_____.
0470	611.3902 Inlets Median 2 Grate	3.000 EACH	_____.	_____.
0480	612.0406 Pipe Underdrain Wrapped 6-Inch	115.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 4 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	619.1000 Mobilization	1.000 EACH	_____.	_____.
0500	620.0300 Concrete Median Sloped Nose	821.000 SF	_____.	_____.
0510	621.0100 Landmark Reference Monuments	1.000 EACH	_____.	_____.
0520	624.0100 Water	21.600 MGAL	_____.	_____.
0530	625.0100 Topsoil	5,730.000 SY	_____.	_____.
0540	627.0200 Mulching	6,735.000 SY	_____.	_____.
0550	628.1504 Silt Fence	3,042.000 LF	_____.	_____.
0560	628.1520 Silt Fence Maintenance	3,042.000 LF	_____.	_____.
0570	628.1905 Mobilizations Erosion Control	4.000 EACH	_____.	_____.
0580	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	_____.	_____.
0590	628.2006 Erosion Mat Urban Class I Type A	1,140.000 SY	_____.	_____.
0600	628.7005 Inlet Protection Type A	11.000 EACH	_____.	_____.
0610	628.7015 Inlet Protection Type C	38.000 EACH	_____.	_____.
0620	628.7555 Culvert Pipe Checks	23.000 EACH	_____.	_____.
0630	628.7570 Rock Bags	11.000 EACH	_____.	_____.
0640	630.0130 Seeding Mixture No. 30	140.000 LB	_____.	_____.
0650	631.0300 Sod Water	145.000 MGAL	_____.	_____.



## Proposal Schedule of Items

Page 5 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0660	634.0808 Posts Tubular Steel 2x2-Inch X 8-FT	4.000 EACH	_____.	_____.
0670	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	37.000 EACH	_____.	_____.
0680	637.2210 Signs Type II Reflective H	195.720 SF	_____.	_____.
0690	637.2215 Signs Type II Reflective H Folding	31.080 SF	_____.	_____.
0700	637.2230 Signs Type II Reflective F	60.750 SF	_____.	_____.
0710	638.2102 Moving Signs Type II	4.000 EACH	_____.	_____.
0720	638.2602 Removing Signs Type II	22.000 EACH	_____.	_____.
0730	638.3000 Removing Small Sign Supports	19.000 EACH	_____.	_____.
0740	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0750	643.0100 Traffic Control (project) 01. 6999-18-72	1.000 EACH	_____.	_____.
0760	643.0300 Traffic Control Drums	12,135.000 DAY	_____.	_____.
0770	643.0420 Traffic Control Barricades Type III	2,150.000 DAY	_____.	_____.
0780	643.0705 Traffic Control Warning Lights Type A	3,680.000 DAY	_____.	_____.
0790	643.0715 Traffic Control Warning Lights Type C	1,470.000 DAY	_____.	_____.
0800	643.0800 Traffic Control Arrow Boards	140.000 DAY	_____.	_____.
0810	643.0900 Traffic Control Signs	2,970.000 DAY	_____.	_____.
0820	643.1050 Traffic Control Signs PCMS	140.000 DAY	_____.	_____.



## Proposal Schedule of Items

Page 6 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0830	645.0130 Geotextile Type R	114.000 SY	_____.	_____.
0840	646.0106 Pavement Marking Epoxy 4-Inch	8,321.000 LF	_____.	_____.
0850	646.0126 Pavement Marking Epoxy 8-Inch	1,994.000 LF	_____.	_____.
0860	646.0600 Removing Pavement Markings	890.000 LF	_____.	_____.
0870	647.0136 Pavement Marking Arrows Epoxy Type 7	1.000 EACH	_____.	_____.
0880	647.0146 Pavement Marking Arrows Epoxy Type 6	1.000 EACH	_____.	_____.
0890	647.0166 Pavement Marking Arrows Epoxy Type 2	23.000 EACH	_____.	_____.
0900	647.0176 Pavement Marking Arrows Epoxy Type 3	3.000 EACH	_____.	_____.
0910	647.0356 Pavement Marking Words Epoxy	4.000 EACH	_____.	_____.
0920	647.0456 Pavement Marking Curb Epoxy	190.000 LF	_____.	_____.
0930	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	507.000 LF	_____.	_____.
0940	647.0606 Pavement Marking Island Nose Epoxy	25.000 EACH	_____.	_____.
0950	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	29.000 LF	_____.	_____.
0960	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	203.000 LF	_____.	_____.
0970	647.0796 Pavement Marking Crosswalk Epoxy 24-Inch	1,379.000 LF	_____.	_____.





## Proposal Schedule of Items

Page 7 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0980	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	1,686.000 LF	_____.	_____.
0990	650.4000 Construction Staking Storm Sewer	15.000 EACH	_____.	_____.
1000	650.4500 Construction Staking Subgrade	3,475.000 LF	_____.	_____.
1010	650.5000 Construction Staking Base	3,475.000 LF	_____.	_____.
1020	650.5500 Construction Staking Curb Gutter and Curb & Gutter	9,127.000 LF	_____.	_____.
1030	650.8500 Construction Staking Electrical Installations (project) 01. 6999-18-72	LS	LUMP SUM	_____.
1040	650.9910 Construction Staking Supplemental Control (project) 01. 6999-18-72	LS	LUMP SUM	_____.
1050	650.9920 Construction Staking Slope Stakes	3,390.000 LF	_____.	_____.
1060	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	819.000 LF	_____.	_____.
1070	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	384.000 LF	_____.	_____.
1080	652.0605 Conduit Special 2-Inch	96.000 LF	_____.	_____.
1090	652.0615 Conduit Special 3-Inch	1,561.000 LF	_____.	_____.
1100	652.0700.S Install Conduit into Existing Item	27.000 EACH	_____.	_____.
1110	652.0800 Conduit Loop Detector	1,954.000 LF	_____.	_____.
1120	653.0135 Pull Boxes Steel 24x36-Inch	4.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 8 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1130	653.0140 Pull Boxes Steel 24x42-Inch	6.000 EACH	_____.	_____.
1140	653.0900 Adjusting Pull Boxes	8.000 EACH	_____.	_____.
1150	653.0905 Removing Pull Boxes	8.000 EACH	_____.	_____.
1160	654.0101 Concrete Bases Type 1	11.000 EACH	_____.	_____.
1170	654.0102 Concrete Bases Type 2	10.000 EACH	_____.	_____.
1180	655.0230 Cable Traffic Signal 5-14 AWG	2,126.000 LF	_____.	_____.
1190	655.0240 Cable Traffic Signal 7-14 AWG	414.000 LF	_____.	_____.
1200	655.0260 Cable Traffic Signal 12-14 AWG	7,312.000 LF	_____.	_____.
1210	655.0270 Cable Traffic Signal 15-14 AWG	776.000 LF	_____.	_____.
1220	655.0305 Cable Type UF 2-12 AWG Grounded	1,272.000 LF	_____.	_____.
1230	655.0515 Electrical Wire Traffic Signals 10 AWG	5,498.000 LF	_____.	_____.
1240	655.0610 Electrical Wire Lighting 12 AWG	1,200.000 LF	_____.	_____.
1250	655.0700 Loop Detector Lead In Cable	7,065.000 LF	_____.	_____.
1260	655.0800 Loop Detector Wire	6,030.000 LF	_____.	_____.
1270	655.0900 Traffic Signal EVP Detector Cable	2,267.000 LF	_____.	_____.
1280	657.0100 Pedestal Bases	7.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 9 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1290	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	6.000 EACH	_____.	_____.
1300	657.0310 Poles Type 3	4.000 EACH	_____.	_____.
1310	657.0315 Poles Type 4	2.000 EACH	_____.	_____.
1320	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
1330	657.0420 Traffic Signal Standards Aluminum 13-FT	3.000 EACH	_____.	_____.
1340	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.
1350	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH	_____.	_____.
1360	657.0585 Trombone Arms 15-FT	2.000 EACH	_____.	_____.
1370	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	8.000 EACH	_____.	_____.
1380	658.0110 Traffic Signal Face 3-12 Inch Vertical	30.000 EACH	_____.	_____.
1390	658.0115 Traffic Signal Face 4-12 Inch Vertical	22.000 EACH	_____.	_____.
1400	658.0155 Traffic Signal Face 3-12 Inch Horizontal	2.000 EACH	_____.	_____.
1410	658.0215 Backplates Signal Face 3 Section 12-Inch	32.000 EACH	_____.	_____.
1420	658.0220 Backplates Signal Face 4 Section 12-Inch	22.000 EACH	_____.	_____.
1430	658.0416 Pedestrian Signal Face 16-Inch	13.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 10 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1440	658.0500 Pedestrian Push Buttons	15.000 EACH	_____.	_____.
1450	658.0600 Led Modules 12-Inch Red Ball	32.000 EACH	_____.	_____.
1460	658.0605 Led Modules 12-Inch Yellow Ball	32.000 EACH	_____.	_____.
1470	658.0610 Led Modules 12-Inch Green Ball	32.000 EACH	_____.	_____.
1480	658.0615 Led Modules 12-Inch Red Arrow	22.000 EACH	_____.	_____.
1490	658.0620 Led Modules 12-Inch Yellow Arrow	44.000 EACH	_____.	_____.
1500	658.0625 Led Modules 12-Inch Green Arrow	22.000 EACH	_____.	_____.
1510	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	13.000 EACH	_____.	_____.
1520	658.5069 Signal Mounting Hardware (location) 01. Rib Mountain Dr & Morning Glory Ln	LS	LUMP SUM	_____.
1530	658.5069 Signal Mounting Hardware (location) 02. Rib Mountain Dr & Cloverland Ln	LS	LUMP SUM	_____.
1540	658.5069 Signal Mounting Hardware (location) 03. Rib Mountain Dr & Starling Ln	LS	LUMP SUM	_____.
1550	658.5069 Signal Mounting Hardware (location) 04. Rib Mountain Dr & Parrot Ln	LS	LUMP SUM	_____.
1560	658.5069 Signal Mounting Hardware (location) 05. Rib Mountain Dr & Robin Ln	LS	LUMP SUM	_____.
1570	658.5069 Signal Mounting Hardware (location) 06. Rib Mountain Dr & CTH NN	LS	LUMP SUM	_____.
1580	659.1120 Luminaires Utility LED B	9.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 11 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1590	661.0200 Temporary Traffic Signals for Intersections (location) 01. Rib Mountain Dr & Morning Glory Ln	LS	LUMP SUM	_____.
1600	661.0200 Temporary Traffic Signals for Intersections (location) 02. Rib Mountain Dr & Cloverland Ln	LS	LUMP SUM	_____.
1610	661.0200 Temporary Traffic Signals for Intersections (location) 03. Rib Mountain Dr & Robin Ln	LS	LUMP SUM	_____.
1620	661.0200 Temporary Traffic Signals for Intersections (location) 04. Rib Mountain Dr & Parrot Ln	LS	LUMP SUM	_____.
1630	690.0150 Sawing Asphalt	11,663.000 LF	_____.	_____.
1640	690.0250 Sawing Concrete	124.000 LF	_____.	_____.
1650	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,060.000 HRS	5.00000	5,300.00
1660	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	530.000 HRS	5.00000	2,650.00
1670	SPV.0030 Special 01. Fertilizer for Lawn Type Turf	5.000 CWT	_____.	_____.
1680	SPV.0060 Special 01. Poles Type 9	4.000 EACH	_____.	_____.
1690	SPV.0060 Special 02. Poles Type 10	1.000 EACH	_____.	_____.
1700	SPV.0060 Special 03. Poles Type 12	7.000 EACH	_____.	_____.
1710	SPV.0060 Special 04. Monotube Arms 30-ft	5.000 EACH	_____.	_____.
1720	SPV.0060 Special 05. Monotube Arms 35-ft	3.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 12 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1730	SPV.0060 Special 06. Monotube Arms 40-ft	4.000 EACH	_____.	_____.
1740	SPV.0060 Special 07. Luminaire Arm Steel 6-foot	1.000 EACH	_____.	_____.
1750	SPV.0060 Special 08. GPS Device with GPS Receiver Rib Mountain Drive & Kwik Trip Driveway	1.000 EACH	_____.	_____.
1760	SPV.0060 Special 09. GPS Device with GPS Receiver Rib Mountain Drive & Parrot Ln	1.000 EACH	_____.	_____.
1770	SPV.0060 Special 10. GPS Device with GPS Receiver Rib Mountain Drive & Robin Ln	1.000 EACH	_____.	_____.
1780	SPV.0060 Special 11. GPS Device with GPS Receiver Rib Mountain Drive & CTH NN	1.000 EACH	_____.	_____.
1790	SPV.0060 Special 12. Traffic Signal Controller and Cabine t Rib Mountain Drive & Morning Glory Ln	1.000 EACH	_____.	_____.
1800	SPV.0060 Special 13. Traffic Signal Controller and Cabine t Rib Mountain Drive & Cloverland Ln	1.000 EACH	_____.	_____.
1810	SPV.0060 Special 14. Traffic Signal Controller and Cabine t Rib Mountain Drive & Starling Ln	1.000 EACH	_____.	_____.
1820	SPV.0060 Special 15. Concrete bases Type 10, Contractor Supplied Anchor Bolts & Rod Template	2.000 EACH	_____.	_____.
1830	SPV.0060 Special 16. Concrete bases Type 13, Contractor Supplied Anchor Bolts & Rod Template	5.000 EACH	_____.	_____.
1840	SPV.0060 Special 17. Recondition Manhole	22.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 13 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1850	SPV.0060 Special 18. Recondition Inlet	12.000 EACH	_____.	_____.
1860	SPV.0060 Special 19. Concrete Bases Type 10 Special, Contractor Supplied Anchor Bolts and Rod Template	3.000 EACH	_____.	_____.
1870	SPV.0060 Special 20. Concrete Bases Type 13 Special, Contractor Supplied Anchor Bolts and Rod Template	2.000 EACH	_____.	_____.
1880	SPV.0090 Special 01. Storm Sewer Pipe Corrugated Polyethylene, 42-Inch	466.000 LF	_____.	_____.
1890	SPV.0105 Special 01. Research and Locate Existing Property Monuments	LS	LUMP SUM	_____.
1900	SPV.0105 Special 02. Verify and Replace Existing Property Monuments	LS	LUMP SUM	_____.
1910	SPV.0105 Special 03. Irrigation System	LS	LUMP SUM	_____.
1920	SPV.0105 Special 04. Remove Traffic Signals Rib Mountain Dr & Morning Glory Ln	LS	LUMP SUM	_____.
1930	SPV.0105 Special 05. Remove Traffic Signals Rib Mountain Dr & Cloverland Ln	LS	LUMP SUM	_____.
1940	SPV.0105 Special 06. Remove Traffic Signals Rib Mountain Dr & Starling Ln	LS	LUMP SUM	_____.
1950	SPV.0105 Special 07. Remove Traffic Signals Rib Mountain Dr & Parrot Ln	LS	LUMP SUM	_____.
1960	SPV.0105 Special 08. Remove Traffic Signals Rib Mountain Dr & Robin Ln	LS	LUMP SUM	_____.
1970	SPV.0105 Special 09. Remove Traffic Signals Rib Mountain Dr & CTH NN	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 14 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1980	SPV.0105 Special 10. Emergency Vehicle Preemption System Rib Mountain Dr & Morning Glory Ln	LS	LUMP SUM	_____.
1990	SPV.0105 Special 11. Emergency Vehicle Preemption System Rib Mountain Dr & Cloverland Ln	LS	LUMP SUM	_____.
2000	SPV.0105 Special 12. Emergency Vehicle Preemption System Rib Mountain Dr & Starling Ln	LS	LUMP SUM	_____.
2010	SPV.0105 Special 13. Emergency Vehicle Preemption System Rib Mountain Dr & Parrot Ln	LS	LUMP SUM	_____.
2020	SPV.0105 Special 14. Emergency Vehicle Preemption System Rib Mountain Dr & Robin Ln	LS	LUMP SUM	_____.
2030	SPV.0105 Special 15. Emergency Vehicle Preemption System Rib Mountain Dr & CTH NN	LS	LUMP SUM	_____.
2040	SPV.0105 Special 16. Temporary Non-Intrusive Vehicle Detection System Rib Mt Dr & Morning Glory Ln	LS	LUMP SUM	_____.
2050	SPV.0105 Special 17. Temporary Non-Intrusive Vehicle Detection System Rib Mt Dr & Cloverland Ln	LS	LUMP SUM	_____.
2060	SPV.0105 Special 18. Temporary Non-Intrusive Vehicle Detection System Rib Mt Dr & Robin Ln	LS	LUMP SUM	_____.
2070	SPV.0105 Special 19. Reinstall Salvaged Traffic Signal Equipment Rib Mt Dr & Morning Glory Ln	LS	LUMP SUM	_____.





## Proposal Schedule of Items

Page 15 of 15

Proposal ID: 20170411027 Project(s): 6663-02-71, 6999-18-72, 6999-18-82

Federal ID(s): N/A, WISC 2017171, WISC 2017172

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2080	SPV.0105 Special 20. Reinstall Salvaged Traffic Signal Equipment Rib Mt Dr & Cloverland Ln	LS	LUMP SUM	_____.
2090	SPV.0105 Special 21. Reinstall Salvaged Traffic Signal Equipment Rib Mt Dr & Starling Ln	LS	LUMP SUM	_____.
2100	SPV.0105 Special 22. Modify Traffic Signal Cabinet Rib Mountain Dr & Parrot Ln	LS	LUMP SUM	_____.
2110	SPV.0105 Special 23. Modify Traffic Signal Cabinet Rib Mountain Dr & Robin Ln	LS	LUMP SUM	_____.
2120	SPV.0105 Special 24. Modify Traffic Signal Cabinet Rib Mountain Dr & CTH NN	LS	LUMP SUM	_____.
2130	SPV.0180 Special 01. Preparing Topsoil for Lawn Type Turf	5,730.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**