

HIGHWAY WORK PROPOSAL

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

Proposal Number:

16

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Winnebago	1517-75-83	WISC 2017 272	USH 10 - USH 10/STH 441 County CB-Oneida Street Oneida St. (Valley Rd & Midway Rd)	USH 10

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: May 9, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time June 29, 2018	<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;">11 %</div>	

This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

 (Signature, Notary Public, State of Wisconsin)

 (Bidder Signature)

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

 (Print or Type Bidder Name)

 (Date Commission Expires)

 (Bidder Title)

Notary Seal

For Department Use Only

Type of Work	
Grading, breaker run, base aggregate dense, concrete pavement, concrete curb and gutter, storm sewer, erosion control, pavement marking, permanent signing, street lighting and traffic signals.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. Administrative.

1.1 General.

Perform the work under this construction contract for Project 1517-75-83, USH 10 – USH 10/STH441, County CB – Oneida Street, Oneida St (Valley Rd & Midway Rd), USH 10, Winnebago 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 (20161130)

1.2 Scope of Work.

The work under this contract shall consist of removals, common excavation, concrete pavement, concrete curb and gutter, storm sewer, erosion control, pavement marking, street lighting, traffic signals and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.
104-005 (20090901)

1.3 Other Contracts.

The following projects will be under construction concurrently with the work under this contract. Coordinate trucking activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Project 1517-07-74 I-41 (STH 441 – CTH II), Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of May 10, 2016) is anticipated to be complete in June 2017. The work under this contract consists of common excavation, borrow excavation, base aggregate dense, breaker run, concrete pavement, HMA pavement, concrete barrier, storm sewer, erosion control, pavement marking, signing, B-70-129, B-70-131, B-70-132. The work under this contract has schedule and work zone overlap. The work under this contract is not expected to inhibit any construction on Project 1517-75-83.

Project 1517-07-77, I-41 Interchange Bridges and LLBDM Bridge B-70-61 Redecking, Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of July 12, 2016) is anticipated to be complete in July 2018. The work under this contract consists of common excavation, borrow excavation, construction of Structures

B-70-401, B-70-405, B-70-406, redecking of B-70-61, S-70-206, S-70-209, S-70-254, concrete pavement, HMA pavement, storm sewer and erosion control. The work under this contract is not expected to inhibit any construction on Project 1517-75-83.

Project 1517-07-80, I-41 Interchange Ramps, Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of December 13, 2016) is anticipated to be complete in September 2018. The work under this contract shall consist of excavation common, breaker run, base aggregate dense, concrete pavement, HMA pavement, storm sewer, erosion control items, pavement marking, Structures B-70-407, B-70-409, S-70-257 and construction of Structures, R-70-120, N-70-100, N-70-101, and erosion control. The work under this contract is not expected to inhibit any construction on Project 1517-75-83.

Project 1517-75-72, USH 10 – USH 10/STH 441 County CB - Oneida Street, USH 10, Midway Interchange Mainline, Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of July 11, 2017) is anticipated to be completed in fall of 2018. The work under this contract consists of common excavation, roadway embankment, prefabricated vertical and horizontal drains, base aggregate, concrete pavement, HMA pavement, storm sewer, demo of bridges B-70-111 and B-70-112, construction of B-70-423 and B-70-424, retaining walls, sign structures, erosion control, signing, pavement marking, and lighting. The work under this contract is not expected to inhibit any construction on Project 1517-75-83

Project 1517-75-88 B-70-115 and B-70-116, Winnebago County, Wisconsin under a department contract. Work under this contract is anticipated to be complete November, 2017. The work under this contract consists of common excavation, storm sewer, bridge widening and deck replacement, erosion control, asphaltic pavement, pavement marking, removals, and signing. The work under this contract is not expected to inhibit any construction on Project 1517-75-83. The work under this contract has schedule and work zone overlap.

Project 1500-44-71, USH 10 – USH 10, C Menasha, Oneida Street, CTH AP – STH 114, Winnebago and Calumet Counties, Wisconsin under a department contract. Work under this contract (LET date of December 13, 2016) is anticipated to be complete in fall of 2017. The proposed action would resurface USH 10 from south of County AP (southern limits of the 441 project reconstruction of USH 10 and County AP intersection) to the intersection of USH 10 and WIS 114. Traffic signal infrastructure will be updated at the intersections of USH 10 and Manitowoc Road and USH 10 and WIS 114. The east and west approaches at the intersection of USH 10 and Manitowoc Road will be reconstructed to comply with ADA. The southeast quadrant at the intersection of USH 10 and WIS 114 will be reconstructed to encourage the City of Menasha to construct their Province Trail along the south side of WIS 114 and cross WIS 114 at a location east of the intersection of USH 10 and WIS 114. Other items associated with the project include. The work under this contract has a schedule, detour route and work zone overlap. Coordinate staging and signing activities with Project 1500-44-71 contractor.

Project 4984-01-74, Local Street, C Appleton, Oneida Street, Valley Road to Skyline Bridge, Outagamie Counties, Wisconsin under a City of Appleton contract. Work under this contract (LET date of September, 2017) is anticipated to be started in spring of 2018. The proposed action would resurface Oneida Street from Valley Road to Skyline Bridge. The work under this contract has schedule, detour route and work zone overlap. Coordinate activities with Project 4984-01-74 contractor.

1.4 Notice to Contractor – Street Sweeping.

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

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Cleaning of the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic will be paid for under the contract item Street Sweeping. (NER441-20150117)

2. Prosecution and Progress.

2.1 Prosecution and Progress.

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

Do not begin construction before 12:01 AM Tuesday, September 4, 2017. Work at the Midway Rd.(CTH AP)/Oneida St.(USH 10) intersection and the Valley Rd./Oneida St. intersection cannot occur concurrently.

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.

Cost for dewatering is considered incidental to construction.

Excess fill material and cleared and grubbed material shall be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways. Provide erosion control devices for stockpiled soil to avoid erosion and nuisance dust emissions.

After written notice to proceed, and prior to Final Acceptance of the work, assist with maintenance of existing roadways and bridges as specified in standard spec 104.6.1. This assistance may include performance of work covered under pay items or accommodating local repair forces within the work zones. Maintain all newly constructed work as specified in standard spec 104.6.1. Various pay items may be required to maintain the freeway and local streets during construction.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. An expedited schedule is anticipated for the construction of storm sewer, grading, and concrete paving. The expedited schedule used the production rates based on a per shift per day basis, with maximum operations and shifts for the project shown below:

Storm Sewer	400 LF / Shift
Breaker Run / Base Agg.	2,000 TON/Shift
Concrete Pavement	5,000 SY / Shift

The proposed schedule of operations indicates that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

The contractor is advised that there may be multiple mobilizations for such items as erosion control, traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

Do not begin or continue any work that closes the freeway or ramps, unless otherwise shown in the plans. Work may be performed, provided such work operations do not include ingress and egress of vehicles and equipment which would obstruct the flow of traffic on the freeway, during the two lane requirement hours as per the traffic article.

Place final pavement markings on final roadway pavement surface course. In instances where work zone pavement markings are required for maintaining traffic, they shall be placed on intermediate surface courses, as noted on the plans or otherwise approved by the engineer.

An assumed duration of specific traffic control set up and related construction activities have been included for information only. The contractor can elect to complete individual construction stages and traffic phases any time during the project contract, provided the prerequisites have been met and interim and final completion dates are met.

Notify the local municipalities 10 calendar days in advance of the adjustment of sanitary manholes and water valves.

Intersection Lighting

All lighting for Intersection shall be installed, tested and working prior to opening the intersection.

Traffic/Construction Overview

Follow the construction operations as outlined in the staging overview sheets and other plan details. Items listed below are not limited to, but only highlight construction activities, that are subject to interim completion dates, liquidated damages, or penalties.

Oneida Street/Midway Rd Intersection

Stage 1

- Maintain bi-directional traffic on existing westbound travel lanes of Midway Road/CTH AP.
- Access to Family Dollar, Gas Station, and residential properties shall be maintained at all times from Midway Road.
- Northbound/Southbound USH 10 traffic south of project limits will be closed to through traffic due to adjacent WisDOT project 1500-44-71 closures.
- Construct South side of USH 10 and Midway Intersection to Southern limits of project.
- Construct eastbound travel lanes of Midway Road/CTH AP to east and west project limits.
- Construct east to west storm sewer trunk line. Use night closures at USH 10 and Midway Rd intersection to complete construction of the 8-FT manhole structure at the center of the intersection.
- Construct storm sewer south of the intersection on Oneida Street.
- Intersection of Midway (CTHAP)/Oneida Street (USH 10) shall be 3-way stop-controlled.

Pedestrian Accommodations:

- South sidewalk on Midway Road closed.
- Pedestrians east of the intersection are directed to cross to the north sidewalk at Hemlock lane.

Stage 2

- Shift eastbound traffic to outside Eastbound Midway Road.
- Construct tie-ins from 8:00 PM Thursday night to 6:00 AM Wednesday morning at the east and west limits of Midway Road. Provide three day notification for eastbound lane closures during concrete placement and curing.

Stage 3

- Shift westbound traffic to south side of intersection, restricted to one lane, bi-directional.
- Access to Horicon Bank, Wendy's, and residential properties shall be maintained at all times.

- Construct USH 10, North of Midway Rd/Oneida St Intersection to northern limits of project.
- Construct westbound travel lanes of Midway Road/CTH AP to east and west project limits.
- Intersection of Midway Road (CTH AP)/Oneida Street (USH 10) shall be 3-way stop controlled.

Pedestrian Accommodations:

- Provide temporary pedestrian crossing at east side of intersection across Midway Road. Utilize finished crosswalk constructed in Stage 1, gapping as section of Stage 3 construction such that the existing pavement is provided to complete the pedestrian crossing. Provide temporary asphaltic surface for pedestrians along right-of-way on East side of USH 10.
- Upon Completion of Stage 3 pavement and sidewalk construction and cure, pedestrians can utilize the finished crosswalks while construction removes the temporary sidewalk and completes the gap left in for the previous pedestrian accommodations provided.

Oneida Street/Valley Rd Intersection

Stage 1

- Remove median and median curb and gutter between Northeast off ramp and Valley Rd and install temporary asphalt pavement to be used as a cross over for traffic control.
- Ramp signals, pedestrian head, and crossing need to be modified/constructed.

Stage 2

- Traffic on northbound/southbound Oneida Street will be shifted to East side of intersection, restricted to one lane, bi-directional.
- Construct southbound travel lanes of Oneida Street to northern and southern limits of project.
- Construct Valley Rd from west project limits to Oneida Street intersection.

Pedestrian Accommodations:

- Pedestrians will continue to use existing sidewalk on east side of project.

Stage 3

- Traffic on northbound/southbound Oneida Street will be shifted to west side of intersection, restricted to one lane, bi-directional.
- Construct northbound travel lanes of Oneida Street to northern and southern limits of project.
- Construct Roeland Av from Oneida Street intersection to east project limits.

Pedestrian Accommodations:

- Pedestrians will cross from the east sidewalk at the northeast/northwest ramps on Oneida Street.
- Traffic Signals need reconfiguration to accommodate the pedestrians; if not done in Stage 1.

Interim Liquidated Damages

Complete all work and coordination measures necessary on Midway Road/CTH AP and USH 10, including grading, pavement, curb and gutter, signals, pavement marking, signing and all incidentals necessary to open Midway Road/CTH AP and USH 10 prior to 12:01 AM November 15, 2017.

If the contractor fails to complete all work and coordination measures necessary on Midway Road/CTH AP and USH 10, including grading, pavement, curb and gutter, signals, pavement marking, signing and all incidentals necessary to open Midway Road/CTH AP and USH 10 prior to 12:01 AM November 15, 2017, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that work remains incomplete after 12:01 AM November 15, 2017. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

2.2 Progress Schedule.

Complete a Bar Chart Progress Schedule according to standard spec 108.4 and herein provided:

Replace standard spec 108.4.2.2 with the following:

Weekly Progress Meetings and Bar Chart Progress Updates

The contractor and the engineer will meet weekly to assess progress schedule and jointly update information to the initial schedule. At a minimum, updates will include the actual start and finish of each activity, percentage complete, and remaining durations of activities started but not yet completed.

At each weekly progress meeting, submit a Three-Week Look-Ahead Schedule. The Three-Week Look-Ahead schedules can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Planned work for the upcoming two-week period.
3. Include in the Three-Week Look-Ahead schedule the activities underway and critical RFIs and submittals, based on the schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the schedule.

4. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the schedule.

Replace standard spec 108.4.2.5 with the following:

Bar Chart Progress Schedule Measurement and Payment

Include the cost for the schedule, weekly progress meetings, and Three-Week Look-Ahead schedules in the total bid. The schedule, weekly progress meetings, and Three-Week Look-Ahead schedules are incidental to the contract.

3. Meetings.

3.1 Timely Decision Making Manual.

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at:

[Timely Decision Making Manual \(TDM\)](#)

stp-105-005 (20151210)

3.2 Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 10:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

As scheduled by the engineer, attend a traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.
(NER441-20141017)

3.3 Coordination with Businesses.

The contractor shall arrange and conduct meetings between the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. The first meeting shall be held prior to the start of work under this contract and as needed or directed by the engineer.
(NER441-20141017)

4. Alternative Dispute Resolution (Vacant).

5. Insurance (Vacant).

6. Environmental.

6.1 Environmental Protection.

Supplement standard spec 107.18 follows:

Wetlands

Do not disturb nor store materials or topsoil within the nearby wetlands as shown on the erosion control sheets unless areas are designated to be filled or impacted as permitted in the project's U.S. Army Corps of Engineers Section 404 Permit. The work area shall be separated from the wetlands by silt fence, as shown on the plans, to avoid siltation and inadvertent fill into the wetland areas.
(NER441-20150117)

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

The department obtained the U.S. Army Corps of Engineers Section 404 Permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Scott Ebel at (920) 492-5676.

7. Traffic and Restrictions to Work.

7.1 Traffic.

Traffic Control Meeting

Conduct a traffic control meeting prior to:

1. Initial traffic control set up.
2. Intermediate traffic switches.
3. Reopening of the roadway to traffic.

Notify Susan Paulus, 414-460-3409; 7-business days prior to setting up the meeting.
(NER441-20141017)

Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify Susan Paulus at (414) 460-3409, three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message.
(NER441-20141017)

Traffic Impact Response Time Credit

Provide a preferred method of notification and a designated person that is available 24 hours per day, 7 days per week, to respond to any event that impacts the free flow of traffic during non-working hours. The designated person shall respond within 2 hours of being notified by the engineer. Notification is defined as the first phone call/voice message, text message or e-mail. Impacts to traffic may include, but are not limited to, temporary barrier wall that has been moved from its original position, water ponding on the travel lanes, or temporary pavement deterioration. The contractor designated person needs to be able to promptly address the issues impacting traffic once notified by the engineer.

Failure to respond onsite and start implementation of corrective actions within 2 hours will result in the department issuing a deduction of \$500 per hour at the start of the third hour beyond the initial notification by the engineer. The department will administer the deduction for the road, or portion thereof, not being open to traffic under the Failing to Open Road to Traffic administrative item.

Opening Intersections

Do not open the intersection along Midway Road at the end of Stage 3 to traffic until the intersection is completed including lighting, signing, pavement marking, traffic signals, and all finishing items.
(NER441-20141017)

Private Driveways

Maintain access to all business driveways and private residence driveways on a minimum of crushed aggregate base course surface at all times except as follows. Close driveways for a maximum of 7 calendar days due to roadway concrete paving. Close driveways for a maximum of 7 calendar days for grading and placement of base aggregate and concrete paving for each driveway (includes placement of storm sewer pipes). Notify each business and/or each residence on the property a minimum of 7 days prior to any driveway closures. A business with multiple driveways shall have one driveway open at all times.
(NER441-20141017)

Traffic Control Changes

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

Prior to the erection of traffic signal poles and monotube arms, the contractor shall arrange and conduct a meeting between the contractor, the department, and on site engineer to coordinate traffic control requirements and restrictions for the installation of poles and monotube arms over live traffic lanes. Installation of poles, monotube arms and traffic signal modifications shall occur only during off-peak periods unless approved by the engineer.

Oneida Street (USH 10) Traffic

Maintain the following lanes during work on each roadway unless otherwise allowed. Each hour shown in the lane requirement tables is defined as a sixty minute period (example: Hour 7 is the period from 7:00 to 7:59).

Lane Requirements																										
Limits:	Eastbound USH 10/Oneida Street: USH 10/Oneida Street – Midway Road																									
	AM													PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Monday through Thursday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Legend																										
1	Provide at least one through lane open in each direction of travel																									
2	Open all USH 10/Oneida Street lanes to travel																									
REMARKS:																										
Lane Requirements																										
Limits:	Westbound USH 10/Oneida Street: Midway Road - USH 10/Oneida Street																									
	AM													PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	2	2	2	2	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Fridays	1	1	1	1	1	1	2	2	2	2	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Legend																										
1	Provide at least one through lane open in each direction of travel																									
2	Open all USH 10/Oneida Street lanes to travel																									
REMARKS:																										

Lane Requirements																									
Limits:	Northbound Oneida Street: USH 10/STH 441 – Valley Road																								
	AM													PM											
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	1	2	2	2	1	1	1	1	2	2	2	2	2	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	2	2	2	1	1	1	1	2	2	2	2	2	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Legend																									
1	Provide at least one through lane open in each direction of travel																								
2	Open all Oneida Street lanes to travel																								
REMARKS:																									

Lane Requirements																									
Limits:	Southbound Oneida Street: Valley Road - USH 10/STH 441																								
	AM												PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Legend																									
1	Provide at least one through lane open in each direction of travel																								
2	Open all Oneida Street lanes to travel																								
REMARKS:																									

Closures

During Stage 1 of the Midway Rd/Oneida St (USH 10) intersection construction, Racine Road will be closed to through traffic from 8th Street to W. Airport Road, 9th Street will be closed from Happy Valley Drive to Warsaw Street, 12th Street will be closed from Appleton Street to Racine Road, and the Connector will be closed from the Racine Interchange to Racine Road. Oneida St/USH 10, south of Midway Rd, will be closed for a resurfacing project that will be in progress in conjunction with the Midway Rd/ Oneida St (USH 10) intersection reconstruction and will be supplying and maintaining the detour for US 10 during Stage 1.

During Stage 2 of the Midway Rd/Oneida St (USH 10) intersection construction, Racine Road will be closed between 9th Street and 12th Street and the Connector will be closed from the Racine Interchange to Racine Road. The 9th Street and 12th Street intersections will be open to traffic.

Prior to any closure of Oneida St, Valley Rd or Midway Rd, place changeable message signs at engineer approved locations 7 days in advance of closure for advance notification purposes.

Construction Access

Racine Road interchange with US 10 / STH 441 will be closed as part of adjacent project 1517-75-75. Utilize the Midway Road interchange with US 10 / STH 441 for construction access via Racine Road.

Local Street Work Restrictions

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment.

Keep sidewalks open unless otherwise shown on the plans or as approved by the engineer. Maintain pedestrian access to adjacent properties, businesses, schools, and at bus stops or provide where necessary, as directed by the engineer. Protect pedestrians from falling debris at all times when sidewalks are open.

Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Inform property owners and tenants at least 7 days prior to removing a driveway approach that serves that property. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal.

Do not close residential approaches or remove from service without sufficient notice given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing. (NER441-20150117)

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16')	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction $\geq 16'$)	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.
 stp-108-057 (20161130)

7.2 Holiday and Other Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying I- 41, USH 10/STH 441 and System Interchange ramp 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:

- Maintain 2 lanes of traffic in each direction at all times on USH 10 / STH 441, except for short-term lane closures;
- From September 22, 2017 through September 24, 2017, maintain 22' of suitable roadway for the Fox Cities Marathon. Traffic control devices may need to be adjusted and/or temporary pavement may be needed to accommodate the participants;
- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day.

Prior to preparing bids, verify the dates of each festival, game, or event listed to obtain current dates for work restrictions.
 (NER441-20150117)

7.3 Hauling Restrictions.

Do not haul materials of any kind on any local roads without approval of the local Maintaining Authority and the department. Provide any proposals to haul on local roads with a written agreement between the contractor and the respective Maintaining Authority. Submit a letter to the department from the Maintaining Authority in agreement to the hauling prior to hauling. Contact the respective Maintaining Authority prior to bidding for approval of haul routes.

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

This provision does not reduce or eliminate the contractor responsibility from restoring local roads under the item maintenance and repair of haul roads.

7.4 Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

The Municipality agrees to waive any noise ordinances/restrictions pertaining to the construction of the WIS 441 Project, for the duration of the WIS 441 Project, with the following exceptions:

- Do not perform any demolition work with hydraulic excavator mounted hammers between 10:00 PM and 7:00 AM.

Delete standard spec 107.8 (4) and replace with the following:

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

Wisconsin State Patrol	(920) 929-3700
Winnebago County Sheriff's Department	(920) 236-7334
Town of Menasha Fire Department	(920) 720-7125
Town of Menasha Police Department	(920) 720-7109
Menasha School District	(920) 967-1400

The Winnebago County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

(NER441-20141017)

7.5 Traffic Control.

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

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

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

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

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

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

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

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

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

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Provide a minimum seven working day notice to the business management personnel prior to entering or working within the TLE area

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

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

(NER441-20141017)

7.6 Work by Others.

At the intersection of USH 10 westbound/STH 441 northbound ramps and South Oneida Street, the Wisconsin Department of Transportation Northeast Region Electrical Unit will perform the following work:

- Install temporary pedestrian signal heads/push buttons to cross South Oneida Street.
- Rewire traffic signal cabinet to add pedestrian phase 2.

The contractor shall contact the NE Region Electrical Unit at (920) 492-5710 or (920) 360-4749 two weeks prior to requiring this pedestrian crossing.

At the intersection of USH 10 and CTH AP (Midway Road), the Wisconsin Department of Transportation Northeast Region Electrical Unit will perform the following work:

- Furnish monotube poles, arms, and steel luminaire arms.
- Provide and install the new traffic signal cabinet.
- Terminate all cables and wire in the new traffic signal cabinet.
- Salvage the existing traffic signal cabinet.

7.7 Traffic Control Surveillance and Maintenance (Project 1517-75-83), Item 643.0200.S.01.

A Description

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

B Materials

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

C Construction

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

1. Ensure that the traffic control specialist inspects the traffic control signs and devices at least twice each workday and once each non-workday with at least one of the daily inspections during daytime. Separate inspections done on workdays by at least 8 hours or the amount of time from the beginning to the end of that day's work operations, whichever is less. During each inspection, clean, repair, or replace each traffic control sign or device not performing as intended, as necessary.

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

D Measurement

The department will measure the Traffic Control Surveillance and Maintenance bid items by the day, acceptably completed. The measured quantity will equal the number of calendar days from the date the first traffic control sign or device is placed into operation through the date the last traffic control sign or device is removed from operation.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.0200.S.01	Traffic Control Surveillance and Maintenance (Project 1517-75-83)	DAY

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

643-016 (20160607)

8. Utilities

8.1 Utilities.

- (1) This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)
- (2) Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.
- (3) **AAMFON** has an underground **communication** facility that enters the project limits from the west along the north side of Midway Road, then turns north along the west side of Oneida Street. This facility continues north until Station 61NB+50 where the facility crosses to the east side of Oneida Street and continues north out of the project limits. AAMFON will be discontinuing this facility and placing a new facility jointly with the relocated We Energies overhead facility along the west side of Oneida Street and north side of Midway Road. AAMFON plans on completing this work prior to construction, however their schedule is dependent on the We Energies relocation.
- (4) **AT&T Wisconsin** has an underground **communication** facility that run within the project limits of Midway Road and Oneida Street. AT&T Wisconsin plans has existing facilities in the north terrace along Midway Road to the east of Oneida Street. This facility will be relocated into the westbound lanes from Oneida Street to the east project limits of Midway Road.
- (5) AT&T Wisconsin also has facilities that run within Midway Road and along the north side of Midway Road to the west. AT&T plans to relocate these facilities within the westbound lanes of Midway Road to an easement on the west property line of BJ Clancey's. This facility will then cross to the south side of Midway Road and run along Midway Road continuing west until Station 11MW+80 where the facility crosses back to the north side of Midway Road to complete the relocation.
- (6) AT&T also has facilities along the west side of Oneida Street through the project area. AT&T Wisconsin plans to relocate this facility within an AT&T Wisconsin easement which is along the west proposed right-of-way of Oneida Street from Midway Road until Station 480NB+00. The facility then crosses Oneida Street and enters the northbound lanes of Oneida Street until Station 530NB+40 where the facility crosses back to the west side of Oneida Street at the interchange with STH 441. The facility then crosses under STH 441 and continues north along the west right-of-way of Oneida Street and out of the project limits.
- (7) AT&T plans to have all conduit and manholes completed prior to construction. The spicing of the fiber optic will continue through the duration of the Midway Road Intersection. AT&T will be completed with their entire relocation prior to the Valley Road Intersection start date.

- (8) **City of Appleton** has an underground **watermain** facility within both the Oneida Street and Midway Road Intersection, and the Oneida Street and Valley Road intersections. For Oneida Street and Midway Road, the watermain runs along the east side of Oneida Street and the north side of Midway Road east of Oneida Street. At Oneida Street and Valley Road, the watermain also runs along the east side of Oneida Street and along Roeland Avenue. The City of Appleton plans to relocation the fire hydrant to locations within each intersection that are not in conflict with the project. The city plans to complete this work prior to construction.
- (9) **City of Appleton** has an underground **sanitary sewer** facility within the Oneida Street and Valley intersections. The city plans to reconstruction sections of their manholes to prepare them for final grade adjustments. The city plans to complete the manhole reconstructions prior to construction. The final manhole rim adjustments are part of the WisDOT contract.
- (10) **Charter Communications** has underground and overhead **communication** facility within the Oneida Street and Midway Road intersection project limits. Charter has an existing underground communication facility that run along the east side of Oneida Street north to Midway Road, then continues east along the south side of Midway Road and out of the project limits. This facility will be discontinued in place.
- (11) Charter also has an existing overhead facility along the west side of Oneida Street on the existing We Energies poles. Charter plans to relocate to the new We Energies poles as part of their relocation plan both along Oneida Street and Midway Road. Charter plans to be completed with their relocation prior to construction, however their completion is dependent on We Energies, AAMFON, and US Signal.
- (12) **Town of Menasha** has an underground **sanitary sewer** facility in the project limits of the Oneida Street and Midway Road intersection. The town plans to reconstruct sections of their manholes to prepare them for final grade adjustments during concrete paving. The manhole reconstruction is planned to be completed prior to construction. The final adjustments during paving must be coordinated with the Town of Menasha.
- (13) **Town of Menasha** has an underground **watermain** facility in the Oneida Street and Midway Road intersection and the Oneida Street and Valley Road intersection. The Town of Menasha plans to relay about 200 feet of 12 inch watermain along the north side of Midway Road from Station 15MW+30 to Station 17MW+25. The Town also plans to relocate a hydrant in the southwest quadrant of the intersection, and remove a hydrant at approximately 679SB+75. This work is planned to be completed prior to construction.
- (14) At Valley Road, the town plans to relocate a hydrant in the northwest quadrant of Oneida Street and Valley road. The town also plans to relocation a small section of watermain at the north limits of the project to avoid a proposed street light base. This work is planned to be completed prior to construction.

- (15) **US Signal** has an overhead **communications** facility on the We Energies' poles that run along the west side of Oneida Street. US Signal plans to relocate this facility to the new We Energies poles. US Signal plans to be completed prior to construction, however their schedule is dependent on We Energies and AAMFON.
- (16) **We Energies** has an overhead **electric** facility that runs along the west side of Oneida Street and the north side of Midway Road through the project limits. We Energies plans to relocate this overhead facility further west into the new terrace area of Oneida Street and along the north side of Midway Road. We Energies plans to start this work in April of 2017. We Energies completion is dependent on three underbuilds relocating to this new facility, those are AAMFON, US Signal, and Charter Communications. The completion of these utilities is planned to be completed prior to construction.
- (17) **We Energies** has a **gas** main that runs along Oneida Street in the southbound lanes through the project limits. We Energies plans to relocate the 8-inch gas main to run along the new west right-of-way of Oneida Street through the project limits. We Energies has started this work and will be completed prior to construction.
- (18) The following utility owners have facilities within the project area; however, no adjustments are anticipated:
 - a. ATC Management, Inc
 - b. Menasha Utilities - Electric

8.2 Adjusting Sanitary Manhole Covers, Item SPV.0060.650.

A Description

This special provision describes adjusting sanitary manhole covers.

B Materials

According to standard spec 611.2 and the "Manhole, Inlet, and Catch Basin Adjusting Rings" special provision article.

C Construction

According to standard spec 611.3, the "Manhole, Inlet, and Catch Basin Adjusting Rings" special provision article, and as follows:

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

D Measurement

The department will measure Adjusting Sanitary Manhole Covers as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.650	Adjusting Sanitary Manhole Covers	EACH

Payment for Adjusting Sanitary Manhole Covers is full compensation for providing all required materials, exclusive of frames, grates, or lids; for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal. (NER441-20141017)

8.3 Adjusting Water Valves, Item SPV.0060.651.

A Description

Adjust water valve boxes to final pavement elevations, as shown in the plans and as hereinafter provided.

B Materials

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with the City of Appleton, Department of Public Works and contact Paula Vandehey at (920) 832-6474 to obtain required materials.

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.651	Adjusting Water Valve Box	EACH

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment or as a result of construction operations under this contract; adding new sections if necessary.

8.4 Adjusting Water Curb Stops, Item SPV.0060.652.

A Description

Adjust existing water curb stop boxes to the correct plane and elevation to comply with proposed finished grades and as hereinafter provided.

B Materials

Carbon steel, black iron 1-0" Schedule 40 pipe and couplers, ASME/ANSI B-36.

Provide backfill conforming to specification standard spec 209, Grade 2.

C Construction

Adjust curb stop boxes by removing the top cover; lower by cutting and rethreading the male pipe threads, or raise by installing a pipe coupler and suitable length of new pipe. Reinstall the top cover. In locations where the adjustment to finished grade is minor, there may be enough available adjustment within the exiting arch pattern curb stop box base to raise or lower to finished grade.

The City of Appleton, Department of Public Works will locate all curb stop boxes prior to construction. Provide a minimum of seven calendar days advance notice prior to the beginning of construction. Contact Paula Vandehey at (920) 832-6474.

D Measurement

The department will measure Adjusting Curb Stop Boxes as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.652	Adjust Curb Stop Boxes	EACH

Payment is full compensation for furnishing all materials, excavating, granular backfill, and paving; disposing of surplus material; and for cleaning out and restoring the work site.

9. Clear – Demolition – Removal.

9.1 Grubbing.

Complete work according to standard spec 201 and as herein provided.

Revise standard spec 201.3 as follows:

Burning of stumps, roots, brush, waste logs and limbs, timber tops, and debris resulting from grubbing is not allowed.

9.2 Remove Traffic Signal (Oneida St and Midway Rd), Item SPV.0105.450.

A Description

This work shall consist of removing the existing traffic signal equipment from the intersection of USH 10 and CTH AP according to the requirements of standard spec 657 and standard spec 658, standard detail drawings, and as hereinafter provided.

B (Vacant)

C Construction

After coordination with the NE Region Electrical Unit, the existing traffic signal equipment shall be disconnected from the concrete bases and transported off site to the electrical subcontractor facilities and/or to a recycling/garbage facility.

D Measurement

The department will measure Remove Traffic Signal bid item 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.0105.450	Remove Traffic Signal (Oneida St and Midway Rd)	LS

Payment for Remove Traffic Signal is full compensation for removal and transporting to the appropriate facility.

9.3 Remove Traffic Signals (Oneida Street & W Valley Road), Item SPV.0105.451.

A Description

This special provision describes removing existing traffic signals at the intersection of Oneida Street & W Valley Road 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 Mike Hardy of the City of Appleton at (920) 832-6478 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, will be replaced by the contractor at no cost to the city.

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. Dispose of the underground signal cable, internal wires, street lighting cable, and loop detector wire and lead-in cable off the right-of-way. Deliver the remaining materials to the city. Contact Mike Hardy of the City of Appleton at (920) 832-6478 at least three working days prior to delivery to make arrangements.

D Measurement

The department will measure Remove Traffic Signals (Oneida Street & W Valley Road), 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.0105.451	Remove Traffic Signals (Oneida Street & W Valley Road)	LS

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

10. Earthwork.

10.1 Preparing the Foundation.

Add the following to standard spec 211.3.1:

Plan construction activities so the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as directed by the engineer. The contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events, natural drainage and construction induced drainage.
(NER441-20150117)

10.2 Roadway Embankment, Item SPV.0035.001.

Conform to standard spec 207 and as follows:

Replace standard spec 207.1(1) with the following:

This section describes placing in embankments and in miscellaneous backfills, material obtained under the bid items in the roadway and drainage excavation or excavation for structure sections.

Supplement standard spec 207.2(1) with the following:

The contractor may not place excess topsoil or other unstable soil in embankments when the embankment fill height exceeds 10 feet.

Replace standard spec 207.4(1) with the following:

The department will measure Roadway Embankment by the cubic yard acceptably completed in its final location using the method of average end areas, with no correction for curvature or settlement, except as follows:

- a) The engineer and contractor mutually agree to an alternative volume calculation method;
- b) The method of average end areas is not feasible;
- c) Other methods are specified herein standard spec 207.4.

If it is not possible to compute volumes of the various classes of roadway and drainage embankment by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by alternative methods involving three-dimensional measurements.

The department will not measure embankment material beyond the limits of the required slopes.

Replace standard spec 207.5(1) with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Roadway Embankment	CY

The work includes forming, compacting, shaping, sloping, trimming, finishing, maintaining the embankments, and all other incidental work required under this section.
(NER441-20150117)

11. Bases, Subbases, and Pavements.

11.1 Aggregate Quality Testing for Modified High-Performance Concrete (HPC) Mixes.

A Description

- (1) This provision describes additional requirements for testing the quality of coarse aggregates being used in modified high-performance concrete mixes for structures and pavements.
- (2) Conform to the standard specifications and modified high-performance concrete provisions contained within the contract, as modified in this provision.

B Materials

B.1 Personnel

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

B.2 Laboratory

- (1) Perform testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: 608-246-5388
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

B.3 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

B.4 Records

- (1) Document all observations, inspection records, and test results. Submit testing records to the engineer.

B.5 Contractor Testing

- (1) Perform all quality control tests necessary to control the production processes applicable to this special provision. Use the test methods identified below, or other methods the engineer approves, to perform the following tests:

LA Wear (100 and 500 revolutions)	AASHTO T 96
Sodium Sulfate Soundness (R-4, 5 cycles)	AASHTO T 104
Freeze-Thaw Soundness	AASHTO T 103
Chert ^[1]	AASHTO T 113

^[1]Material classified lithologically as chert and having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of chert by dividing the weight of chert in the sample retained on the 3/8-inch sieve by the weight of the total sample.

- (2) The department may periodically observe contractor sampling and testing, and direct additional contractor sampling and testing for department evaluation. Ensure that all test results are available for the engineer's review at any time during normal working hours.
- (3) In addition to the requirements of standard spec 106.3.4.2.2, perform tests for LA wear, sodium sulfate soundness, freeze-thaw soundness and chert at least once per calendar year when producing coarse aggregates for use in modified high-performance concrete mixes.
- (4) Randomly test the percentage of chert at least once per 10,000 tons during production of coarse aggregates to be used in modified high-performance concrete mixes.

B.6 Department Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will sample randomly at locations independent of the contractor's QC work. In all cases, the department will conduct the verification tests with separate personnel and equipment from the contractor's QC tests. The department will perform verification testing of chert at a frequency of 10 percent of the random quality control tests or a minimum of once per project, or at greater frequency if determined to be necessary by the engineer.

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay.
(NER441-20141217)

11.2 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 and paid for under the Aggregate Detours, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx>

A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract 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:

A.2.1 Quality Control Plan

- (1) Submit an abbreviated quality control plan consisting of the following:
 1. Organizational chart including names, telephone numbers, current certification(s) with HTCP number(s) and expiration date(s), and roles and responsibilities of all persons involved in the quality control program for material under affected bid items.

A.2.2 Contractor Testing

1.

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and two production or one loadout test.
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests ^[3] [4] [5]

^[1] Submit production test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

^[2] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

- [3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - [4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
 - [5] Divide the aggregate into uniformly sized sublots for testing
2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
 3. Until a four point running average is established, individual placement tests will be used for acceptance. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. 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.

A.2.3 Department Testing

- (1) The department will perform testing as specified in B.8 except as follows:
 - Department stockpile verification testing prior to placement is optional for contract quantities of 500 tons or less.

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:
Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling ^[1]
Aggregate Technician I (AGGTEC-I) Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

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

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

B.3 Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within one business day after obtaining a sample. 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 one business day after obtaining a sample. 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 placement tests, include only QC placement 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) Perform one stockpile test from each source prior to placement.
- (3) Test gradation once per 3000 tons of material placed or fraction thereof. 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 or lift thickness of 3-inch or less 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.
- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.

- (6) 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.
- (7) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after four 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 four 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. Perform one stockpile test from each source prior to 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 or for a lift thickness of 3-inch or less, the department will collect samples 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 according to CMM 8-10.5.2 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 (20161130)

11.3 Concrete Pavement Joint Layout, Item SPV.0105.002.

A Description

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

B (Vacant)

C Construction

Design the joint layout and stake the location of all joints on the project, including mainline and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement according to the plans, the American Concrete Pavement Association Intersection Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best-fit field conditions, construction staging, the plan, and as directed by the engineer.

D Measurement

The department will measure Concrete Pavement Joint Layout, completed according to the contract and accepted, as a single complete lump sum 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.0105.002	Concrete Pavement Joint Layout	LS

Payment is full compensation for designing the joint layout on the mainline and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; for making adjustments to match field conditions and construction staging; and for furnishing all labor, tools, stakes, flags, equipment, and incidentals necessary to complete the contract work.

(NER441-20141017)

11.4 Modified High Performance Concrete (HPC) Pavement 10-Inch, Item SPV.0180.003, Modified High Performance Concrete (HPC) Pavement HES 10-Inch, Item SPV.0180.004.

This special provision describes specialized material and construction requirements to be utilized on all concrete pavement and shoulders. Conform to standard spec standard specs 415 and 501, as modified in this special provision. Conform to standard spec 715 for QMP, as modified in this special provision.

MODIFY STANDARD SPEC SECTION 415 AS FOLLOWS:

415.5.1 General

Replace standard spec 415.5.1(1) with the following:

The department will pay for measured quantities at the contract unit price and incidentals necessary to complete the work under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.003	Modified High Performance Concrete (HPC) Pavement 10-Inch	SY
SPV.0180.004	Modified High Performance Concrete (HPC) HES Pavement 10-Inch	SY

MODIFY STANDARD SPEC SECTION 501 AS FOLLOWS:

501.2.5.4.1 General

Replace the entire text with the following:

- (1) Use clean, hard, durable crushed limestone with 100% fractured surfaces and free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances or adherent coatings considered injurious.
- (2) Use virgin aggregates only.

501.2.5.4.2 Deleterious Substances

Replace standard spec 501.2.5.4.2(1) with the following:

- (1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal.....	1.0
Clay lumps	0.3
Soft fragments.....	5.0
Any combination of above.....	5.0
Flat or elongated pieces based on a 3:1 ratio	15.0
Materials passing the No. 200 sieve	1.5
Chert.....	3.0

501.2.5.4.3 Physical Properties

Replace standard spec 501.2.5.4.3(1) with the following:

- (1) The percent wear shall not exceed 30, the weighted soundness loss shall not exceed 6 percent, and the weighted freeze-thaw average loss shall not exceed 15 percent.

501.3.5.1 General

Replace standard spec 501.3.5.1(1) with the following:

- (1) Use central-mixed concrete as defined in standard spec 501.3.5.1(2) for all work under this special provision.

501.3.8.2.1 General

Replace the entire text with the following:

- (1) The contractor is responsible for the quality of the concrete placed in hot weather. For concrete placed under this special provision, submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions the contractor will take to control concrete temperature if the concrete temperature at the point of placement exceeds 80 F. Do not place concrete under the items in this special provision without the engineer's written acceptance of that temperature control plan. Perform work as outlined in the temperature control plan.

If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under this special provision.

Notify the engineer whenever conditions exist that might cause the concrete temperature at the point of placement to exceed 80 F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

501.5 Payment

Replace standard spec 501.5(3) with the following:

- (3) Ice, additives, or other actions the contractor takes to control the temperature of concrete are incidental to this item.

Add the following as standard spec 501.5(4):

- (4) Water used to wet the base material is incidental to this item.

MODIFY STANDARD SPEC SECTION 715 AS FOLLOWS:

715.3.2.2.1 Pavement

Replace the entire section with:

- (1) If a subplot strength is less than 3000 psi, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal. Cut and test cores according to AASHTO T 24 and as where the engineer directs. Have an HTCP certified PCC technician I perform or observe the coring.
- (2) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 3000 psi or greater or the engineer does not require coring.
- (3) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 3000 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

715.5.1 General

Replace standard spec 715.5.1(4) with the following:

- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to the lower specification limit of 4500 psi for pavements. The department will not pay a strength incentive for concrete that is nonconforming in another specified property.

715.5.2 Pavements

Replace standard spec 715.5.2(3) with the following:

- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4500 psi by \$1.50 per square yard.
(NER441-20141217)

12. Bridges (Vacant).

13. Retaining Walls, Ground Support.

13.1 Railing 36-Inch, Item SPV.0090.850.

A Description

This special provision describes work consisting of fabricating, painting, delivering and installing railings in turf areas.

B Materials

B.1 General

Provide materials meeting the requirements as shown on the plans and the applicable sections of the standard specifications as follows:

Concrete:	Standard spec 501.2 and 501.3
Steel:	Standard spec 513.2 and 513.3
Painting:	Standard spec 517.2 and 517.3

Prior to fabrication, blast clean steel per SSPC-SP 6 and galvanize steel according to ASTM A 123. Repair zinc coating damaged during fabrication as specified in standard spec 635.3.4. Grind the welded joints to a smooth finish where shown in the plans.

Steel preparation includes the chamfering of sharp edges. Flatten all sharp edges by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges to be painted before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning.

Epoxy paint coating system shall be according to epoxy paint coating system for structural steel, as shown on the department's approved list.

B.2 Painting

Clean all galvanizing surfaces per SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface should then be Brush Blast Cleaned per SSPC-SP7 to create a slight angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Blasting should not fracture the galvanized finish or remove any dry film thickness.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat matching the specified color. The tie and top coats should be of contrasting colors. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. The various decorative fence components shall be painted with the tie and top coats before final assembly of the fence panels. Care should be taken to not damage the painted surface during panel assembly or fence installation.

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

Producer	Coat	Products	Dry Film Minimum Thickness (mils)	Minimum Time Between Coats (hours)
Sherwin Williams 1051 Perimeter Drive, Suite 710 Schaumburg, IL 60173 847.330.1562	Tie	Recoat Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane , B65-650	2.0 to 4.0	NA
Carboline 350 Hanley Industrial St. Louis, MO 63144 314.644.1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Top	Carboline 133 LH	4	NA
Wasser Corporation 4118 B Place NW Suite B Auburn, WA 98001	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

B.2 Color

Provide a finished color for the coating system for railing matching Federal Color 27038, semi-gloss black.

C Construction

Provide shop drawings according to the requirements of standard spec 506.3.2. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the fence in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and acceptance by the engineer.

During construction and at the time of delivery the engineer will inspect the railing sections for proper fabrication and painting. The engineer will accept the product after the delivery is unloaded on the site. After the product is unloaded, the installation contractor shall signify in writing that the railing was received in acceptable condition per the engineer's inspection. Any damage to the railing after the acceptable delivery will be the responsibility of the installation contractor.

Complete all welding according to the applicable requirements of standard spec 506. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

Take special care during construction to minimize the number and size of touch-up spots. Follow the manufacturer's recommendations for damaged area repairs. The engineer will approve the field paint appearance prior to final acceptance.

Provide the engineer with the name, address, and phone number of a representative of the railing fabricator for coordination.

During handling, protect finish coating from damage. If damaged during handling the railing may be rejected by the engineer or engineer may direct fabricator that the finish shall be repaired according to the manufacturer's recommendations.

D Measurement

The department will measure Railing 36-Inch, by the linear foot, acceptably completed and in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.850	Railing 36-Inch	LF

Payment is full compensation for providing railing, masonry anchor bolts, excavating and concrete setting base and restoration.

14. Drainage and Erosion Control.

14.1 Erosion Control.

Supplement standard spec 107.20 as follows:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Immediately re-topsoil graded areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas as per ECIP after placement of topsoil.

(NER441-20141017)

14.2 Maintaining Drainage.

Maintain drainage at and through worksite during construction according to standard spec 107.22, standard spec 204, and standard spec 520.

Use existing culvert pipes and existing drainage channels to maintain existing surface drainage.

(NER441-20150125)

14.3 Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

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

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

(NER12-1010)

14.4 Manhole, Inlet, and Catch Basin Adjusting Rings.

Complete adjustment of manhole, catch basin, and inlet structures according to standard spec 611 and herein provided:

Adjustments of 4-inches or more in height shall be constructed using concrete grade rings. The height of the grade ring shall equal (to within an inch and not to exceed) the height of adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed. Construct chimneys less than 4-inches in height using rubber adjustment riser rings. Grade rings 2-inches or less in thickness are not allowed.

Supply rubber adjustment riser rings for inlets located within the roundabout central island according to the department's Approved Product List.

Replace standard spec 611.3.3(1) with the following:

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 6 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings

must be cut, the joints must be staggered and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

(NER441-20141017)

14.5 Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

14.6 Street Sweeping, Item SPV.0075.005.

A Description

Remove small dirt and dust particles from the roadway using a street sweeper for cleaning the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic.

B (Vacant)

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.005	Street Sweeping	HRS

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

All street sweeping due to the contractors hauling operations is considered incidental to the contract.

(NER441-20150117)

14.7 Water for Seeded Areas, Item SPV.0120.006.**A Description**

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.006	Water for Seeded Areas	MGAL

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

15. Miscellaneous Concrete.

15.1 Concrete Sidewalk 6-Inch HES, Item SPV.0165.007.

A Description

This special provision describes constructing concrete sidewalk 6-inch using high early strength concrete as shown on the plans, directed by the engineer and as hereinafter provided.

B Materials

Furnish materials that are according to the requirements of standard spec 602.2.

C Construction

Use construction methods conforming to standard spec 602.3.

Conform to standard spec 415.3.15 for opening to service.

D Measurement

The department will measure Concrete Sidewalk HES 6-Inch by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.007	Concrete Sidewalk 6-Inch HES	SF

Payment is full compensation according to standard spec 602.5.

15.2 Colored Concrete 10-Inch, Item SPV.0180.008.

A Description

Construct colored concrete according to the standard specifications, as shown on the plans, and as hereinafter provided.

B Materials

B.1 Concrete

Conform to standard spec 501 and 415 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix.

Match the concrete color to Federal Standard 595 Color Server, FS color 10076.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of Portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

B.2 Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to AASHTO M 148, type 1.

B.3 Admixtures

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

B.4 Mix Approval

B.4.1 General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

B.4.2 Trial Batch

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 4-inch test panels using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

C Construction

Construct colored concrete according to standard spec 405 and the standard special provision for QMP Concrete Ancillary and as herein provided.

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity and mechanical condition for the purposes intended. Repair, improve, replace or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.3 Placement

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

The final finish/texture shall be a medium broom finish.

Cure colored concrete according to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

D Measurement

The department will measure Colored Concrete 10-Inch according to standard spec 415.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.008	Colored Concrete 10-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; for furnishing all removal of colored concrete. (NER441-20150117)

15.3 Colored and Stamped Concrete, 5-Inch, Color 10076, Item SPV.0180.009.

A Description

This special provision describes furnishing and installing colored and imprinted concrete, complete and accepted in place, including base materials, sealer and samples according to standard spec 405, 415 and 716, as shown on the plans, and as hereinafter provided.

Concrete contractor must have experience successfully installing stamped and colored concrete and shall provide, upon engineer's request, a written list of references specific to stamped and colored concrete projects in the upper Midwest prior to the start of construction.

B Materials

B.1 Concrete

Conform to standard spec 405 and 415 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979. Follow color pigment manufacturers recommendations for minimum and maximum percentage of loading by weight of the cementitious materials in the mix.

The integral color shall closely match to Federal Standard 595 Color Server, FS color 10076. Provide manufacturer's color chart for integral color to engineer for approval before use. All colored concrete shall originate from the same batch plant.

B.2 Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to ASTM C 1315, type 1 A.

B.3 Mix Approval

B.3.1 General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

Concrete shall have a maximum 4" slump.

B.3.2 Test Panels

At least 15 working days prior to the start of colored and imprinted concrete installation, supply and deliver at an engineer-determined location on the project, one 2-foot x 2-foot test panel of the colored imprinted concrete. Obtain approval from the engineer for the final color and stamp pattern prior to placing any colored imprinted concrete in the field.

Prepare the concrete surfaces of the Stamped and Colored Concrete Test Panel using processes and techniques intended for use on permanent work, including curing procedures, stamping, coloring, and sealing as outlined in this section.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

B.4 Stamp

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be "used brick" running bond pattern with individual "brick" dimensions of 2¼ inches to 2 3/8 inches by 7 5/8 inches to 8 inches. Maximum relief of brick formliner shall be ½". Provide sample formliner pattern to engineer for approval before use.

B.5 Antiquing Release Agent

Use a liquid antiquing release agent that is compatible with the form liner and coloring materials. Apply release agent according to the manufacturer's recommendations.

The antiquing release agent color shall closely match to Federal Standard 595 Color Server, FS color 10045. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

B.6 Concrete Sealant

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

C Construction

Construct colored concrete according to standard spec 405, 415 and 716 and as herein provided.

Coordinate locations of permanent signage requiring PVC pipe box outs per standard spec 634.3.2.

Colored and Stamped Concrete shall match the visual appearance of the approved sample. Replace Colored and Stamped Concrete, 5-Inch not conforming to the test panel at contractor expense.

C.1 Form Liner (Stamp) Preparation

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

C.2 Stamp

Coordinate with the engineer and verify stamping pattern orientation prior to starting the stamping work.

Stamping method shall be according to manufacturer's specified methods. Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting. Finish all surfaces uniformly.

Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

Joint the concrete according to standard spec 602.3.2.5 amended as follows: Delete paragraph (10). Saw joints such that the saw joint follows the concrete pattern recess.

C.3 Finishing

Allow concrete to cure for 24 hours after application of the antiquing release agents and stamp pattern.

Pressure wash concrete surface to remove approximately 75% of the antiquing release agent. Ensure that concrete is clean and dry before proceeding with concrete sealant.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

D Measurement

The department will measure Colored and Stamped Concrete, 5-Inch Color 10706 by the square yard of concrete pavement installed, 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.0180.009	Colored and Stamped Concrete, 5-Inch, Color 10076	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for stamping ; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

15.4 Colored and Stamped Concrete, 5-Inch, Color 33510, Item SPV.0180.010.

A Description

This special provision describes furnishing and installing colored and imprinted concrete, complete and accepted in place, including base materials, sealer and samples according to standard spec 405, 415 and 716, as shown on the plans, and as hereinafter provided.

Concrete contractor must have experience successfully installing stamped and colored concrete and shall provide, upon engineer's request, a written list of references specific to stamped and colored concrete projects in the upper Midwest prior to the start of construction.

B Materials

B.1 Concrete

Conform to standard spec 405 and 415 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979. Follow color pigment manufacturers recommendations for minimum and maximum percentage of loading by weight of the cementitious materials in the mix.

The integral color shall be buff and shall closely match to Federal Standard 595 Color Server, FS color 33510. Provide manufacturer's color chart for integral color to engineer for approval before use. All colored concrete shall originate from the same batch plant.

B.2 Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to ASTM C 1315, type 1 A.

B.3 Mix Approval

B.3.1 General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

Concrete shall have a maximum 4" slump.

B.3.2 Test Panels

At least fifteen working days prior to the start of colored and imprinted concrete installation, supply and deliver at an engineer-determined location on the project, one 2-foot x 2-foot test panel of the colored imprinted concrete. Obtain approval from the engineer for the final color and stamp pattern prior to placing any colored imprinted concrete in the field.

Prepare the concrete surfaces of the Stamped and Colored Concrete Test Panel using processes and techniques intended for use on permanent work, including curing procedures, stamping, coloring, and sealing as outlined in this section.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

B.4 Stamp

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be "used brick" running bond pattern with individual "brick" dimensions of 2¼ inches to 2 3/8 inches by 7 5/8 inches to 8 inches. Maximum relief of brick formliner shall be ½". Provide sample formliner pattern to engineer for approval before use.

B.5 Antiquing Release Agent

Use a liquid antiquing release agent that is compatible with the form liner and coloring materials. Apply release agent according to the manufacturer's recommendations.

The antiquing release agent color shall closely match to Federal Standard 595 Color Server, FS color 10045. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

B.6 Concrete Sealant

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

C Construction

Construct colored concrete according to standard spec 405, 415 and 716 and as herein provided.

Coordinate locations of permanent signage requiring PVC pipe box outs per standard spec 634.3.2.

Colored and Stamped Concrete shall match the visual appearance of the approved sample. Replace Colored and Stamped Concrete, 5-Inch not conforming to the test panel at contractor expense.

C.1 Form Liner (Stamp) Preparation

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

C.2 Stamp

Coordinate with the engineer and verify stamping pattern orientation prior to starting the stamping work.

Stamping method shall be according to manufacturer's specified methods. Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting. Finish all surfaces uniformly.

Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

Joint the concrete according to standard spec 602.3.2.5 amended as follows: Delete paragraph (10). Saw joints such that the saw joint follows the concrete pattern recess.

C.3 Finishing

Allow concrete to cure for 24 hours after application of the antiquing release agents and stamp pattern.

Pressure wash concrete surface to remove approximately 75% of the antiquing release agent. Ensure that concrete is clean and dry before proceeding with concrete sealant.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

D Measurement

The department will measure Colored and Stamped Concrete, 5-Inch Color 33510 by the square yard of concrete pavement installed, 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.0180.010	Colored and Stamped Concrete, 5-Inch, Color 33510	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for stamping ; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

15.5 Concrete Curb and Gutter 78-Inch Integral Type A, Item SPV.0090.011.**A Description**

This work consists of furnishing all materials and constructing a cast-in-place concrete curb and gutter section integral as shown on the plans, according to standard spec 601, and as hereinafter provided.

B (Vacant)**C (Vacant)****D Measurement**

The department will measure Concrete Curb and Gutter 78-Inch Integral Type A by the linear foot, acceptably completed, measured along the gutter flow line.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.011	Concrete Curb and Gutter 78-Inch Integral Type A	LF

Payment is full compensation for excavating and preparing the foundation; for providing all materials, including concrete, and expansion joints; and for placing, finishing, protecting and curing concrete.

(NER10/441-20130117)

15.6 Concrete Curb Pedestrian Modified, Item SPV.0090.012.

A Description

This work consists of furnishing all materials and constructing a cast-in-place concrete curb pedestrian as shown on the plans, according to standard spec 601, and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb Pedestrian Modified by the linear foot, acceptably completed, measured along the concrete head.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.012	Concrete Curb Pedestrian Modified	LF

Payment is full compensation for excavating and preparing the foundation; for providing all materials, including concrete, and expansion joints; and for placing, finishing, protecting and curing concrete.

(NER10/441-20130117)

16. Signing and Marking.

16.1 General Requirements for Pavement Marking at Valley Rd/Oneida St. Intersection.

Contact Mike Hardy, (920) 832-6478, with the City of Appleton to coordinate final pavement marking placement at the Valley Rd/Oneida St. intersection. City of Appleton approval is required prior to placement of final pavement markings at this intersection.

17. Lighting/Electrical.

17.1 General Requirements for Electrical Work WisDOT.

Amend standard spec 651.2, Materials, by adding the following paragraphs:

(7) The approved products lists located at:

<http://www.dot.state.wi.us/business/engrserv/electric/index.htm>

Contact information for the Wisconsin Department of Transportation Northeast Region Electrical Unit: Robert Schuurmans, (920) 492-5710, Robert.schuurmans@dot.wi.gov.

17.2 General Requirements for Electrical Work City of Appleton.

A Description

This special supplements standard spec 651 for the City of Appleton traffic signal at the intersection of Oneida Street & W Valley Road.

B Materials

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

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

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

C Construction

C.1 General

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

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

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

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

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

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

Furnish all labor, material, equipment and incidentals necessary to complete the project according to the plans and specifications and to provide a completely operational system.

All items not specifically identified, but required shall be incidental to the most appropriate bid item.

C.2 Underground Installation

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

C.3 Removals

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

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

D (Vacant)

E Payment

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

17.3 Conduit Rigid Nonmetallic Schedule 80 2-Inch, Item 652.0325; Conduit Rigid Nonmetallic Schedule 80 3-Inch, Item 652.0335.

Supplement standard spec 652 as follows:

Replace standard spec 652.3.1.1(4) with the following:

- (1) Furnish tracer wire in each conduit run that will receive future conductors as the conduit is laid. Install a 10 AWG. XLP insulated, stranded, copper, 600-volt AC, wire. Provide wire 4 feet longer than the conduit run and double it back at least 2 feet at each raceway access point. Anchor the tracer wire at each access point.

Append standard spec 652.3.1.1, Installation of Conduit, General, with the following:

- (7) All conduit ends shall be identified with indelible marker with the identification for the traffic signal/street light base, loop detector, or other facility they serve (i.e. NW SB1, D41).
- (8) All conduit runs should be as straight as possible to minimize material costs, construction costs, and to facilitate the pulling of electrical cable.

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

17.4 Pull Boxes Steel 18x36-Inch, Item 653.0130.

Supplement standard spec 653 as follows:

Append standard spec 653.3 with the following:

- (5) Any excavations or voids shall be backfilled and compacted in 8-inch lifts with industry standard mechanical tamping equipment.
- (6) Install grounding lug, equipment grounding electrode and grounding conductor in each pull box.

17.5 Electrical Service Meter Breaker Pedestal Oneida Street & W Valley Road (CB-1), 656.0200.01; Electrical Service Meter Breaker Pedestal (CB-800), 656.0200.002.

Supplement standard spec 656 as follows:

Replace standard spec 656.2.3(1) with the following:

- (1) Furnish a Milbank NU8980-O-KK meter pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and all necessary conductors and equipment required by the WSEC and the utility for a service connection. Use circuit breakers with an amperage capacity 60 A, unless specified otherwise in the contract. When the meter breaker pedestal is energized, install an engineer-approved meter seal at all access points on the meter trough.

17.6 Signal Mounting Hardware Oneida Street & W Valley Road, 658.5069.01.

Supplement standard 658 as follows:

Replace standard spec 658.3.1(4) with the following:

- (4) Where using poly brackets with 2 mounting holes in each bracket, bolt the bracket to the pole or standard using ½ -inch stainless steel bolting hardware. Do not use banding.

17.7 Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.350.

A Description

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

B Materials

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

C Construction

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive (24x42-Inch) as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under 205.3.12. Use covers stamped with "ELECTRICAL" for traffic signal and lighting pull boxes or "WISDOT COMMUNICATIONS" for communications pull boxes.

Provide one (1) 24" length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.350	Pull Box Non-Conductive 24x42-Inch	Each

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

17.8 Tray Cable for Street Lighting 2-8 AWG, Item SPV.0060.351.**A Description**

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

B Materials

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

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

C Construction

Install tray cable in electrical conduit as the plans show.

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

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

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

D Measurement

The department will measure Tray Cable for Street Lighting 2-8 AWG by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.351	Tray Cable for Street Lighting, 2-8 AWG	LF

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

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

17.9 Concrete Bases Type 1 Special, SPV.0060.452; Concrete Base Type 2 Special, SPV.0060.453.

A Description

This special provision describes constructing concrete bases for traffic signals and street lights according to standard spec 654, as shown in the plans, and as hereinafter provided.

B Materials

Furnish all materials according to standard spec 654.2.

Replace standard spec 654.2(6) with the following:

- (6) Use schedule 80 PVC electrical conduit conforming to State Standard Specifications, Section 652.

Append standard spec 654.2 with the following:

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

C Construction

Perform work according to standard spec 654.3.

Append standard spec 654.3 with the following:

- (3) Concrete base forms shall be extra heavy duty, ½” minimum thickness. Site inspection by the engineer is required upon completion of setting the base form, prior to pouring of concrete.
- (4) Any excavations or voids shall be backfilled and compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Concrete Bases (type) Special items as each individual base, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.452	Concrete Bases Type 1 Special	EACH
SPV.0060.453	Concrete Bases Type 2 Special	EACH

Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor bolts, nuts, and washers except under the Concrete Bases Type 13 Special bid item; for bar steel reinforcement, if required; and for excavating, backfilling, and disposing of surplus materials.

17.10 Concrete Bases Type 13 Special, SPV.0060.454.

A Description

This special provision describes constructing concrete bases for monotube traffic signals per Standard Detail Drawing 9C12 except as modified in the contract plans. The foundation “wings” are to be omitted and the length of the shaft is to be 12’-0”.

B Materials

Furnish all materials according to standard spec 654.2. For the concrete bases at Oneida Street & W Valley Road supplement standard spec 654.2 as follows:

Replace standard spec 654.2(6) with the following:

- (6) Use schedule 80 PVC electrical conduit conforming to State Standard Specifications, Section 652.

Append standard spec 654.2 with the following:

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

C Construction

Perform work according to standard spec 654.3. For the concrete bases at Oneida Street & W Valley Road supplement standard spec 654.3 as follows:

Append standard spec 654.3 with the following:

- (3) Concrete base forms shall be extra heavy duty, ½” minimum thickness. Site inspection by the engineer is required upon completion of setting the base form, prior to pouring of concrete.
- (4) Any excavations or voids shall be backfilled and compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Concrete Bases Type 13 Special as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.454	Concrete Bases Type 13 Special	EACH

Payment is full compensation for providing concrete bases; for embedded conduit and electrical components; for bar steel reinforcement; and for excavating, backfilling, and disposing of surplus materials.

17.11 Bases Cabinet Basement, SPV.0060.455.

A Description

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

B Materials

Furnish all materials according to standard spec 654.2.

Replace standard spec 654.2(6) with the following:

- (6) Use schedule 80 PVC electrical conduit conforming to the electrical conduit specified in standard spec 652.

Append standard spec 654.2 with the following:

- (7) Furnish a prefabricated foundation, including hardware, as shown in the plan details.

C Construction

Perform work according to standard spec 654.3. Verify all final base locations with the City of Appleton Traffic Engineer before construction.

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.455	Bases Cabinet Basement	EACH

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

17.12 Traffic Signal Face 3-12" Vertical Special, SPV.0060.456; Traffic Signal Face 4-12" Vertical Special, SPV.0060.457; Pedestrian Signal Face 16-Inch Special, SPV.0060.458.

A Description

This special provision describes providing traffic signal faces and pedestrian signal faces at the locations the plans show.

B Materials

Perform work according to standard spec 658.2.

Replace standard spec 658.2.2.2(1) with the following:

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

Replace standard spec 658.2.3.2(1) with the following:

- (1) Furnish Eagle Brand polycarbonate resin housings, doors, and visors. Use black housings and dull black door faces and visors. For 16-inch heads, mount a tunnel visor and gasket to the door with stainless steel tabs. Drill the housing for top pipe mounting as plans show.

C Construction

Perform work according to standard spec 658.3.

Replace standard spec 658.3.4(1) with the following:

- (1) Install pedestrian signal faces as the plans show. Install LED modules conforming to the manufacturer's recommendations. Use tunnel visors as the plans show.

D Measurement

The department will measure the Traffic Signal Face 3-12" Vertical Special, Traffic Signal Face 4-12" Vertical Special, and Pedestrian Signal Face 16-Inch Special as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.456	Traffic Signal Face 3-12" Vertical Special	EACH
SPV.0060.457	Traffic Signal Face 4-12" Vertical Special	EACH
SPV.0060.458	Pedestrian Signal Face 16-Inch Special	EACH

Payment for the Traffic Signal Face 3-12" Vertical Special, Traffic Signal Face 4-12" Vertical Special, and the Pedestrian Signal Face 16-Inch Special bid items is full compensation for providing signal faces.

17.13 Pedestrian Push Buttons Special, SPV.0060.459.

A Description

This special provision describes providing pedestrian push buttons at the locations the plans show.

B Materials

Perform work according to standard spec 658.2.

Replace standard spec 658.2.5(1) with the following:

- (1) Furnish freeze-proof ADA compliant Polara Brand Bulldog III, black colored, without LED, pedestrian push buttons. Band a standard R 10-3b or R 10-3e series sign directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

C Construction

Perform work according to standard spec 658.3.

D Measurement

The department will measure the Pedestrian Push Buttons Special as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.459	Pedestrian Push Buttons Special	EACH

Payment for the Pedestrian Push Buttons Special is full compensation for providing pedestrian push buttons, pipe plugs, mounting hardware, signs, banding, and wiring.

17.14 Communication Vault Type 1 Special, SPV.0060.460.**A Description**

This special provision describes constructing communication vaults and vault lids according to the pertinent provisions of standard spec 673, and as hereinafter provided.

B Materials

Perform work according to standard spec 673.2.

Replace standard spec 673.2 (3) with the following:

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

C Construction

Perform all work according to standard spec 673.3.

D Measurement

The department will measure the Communication Vault Type 1 Special bid item as each individual vault, 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.0060.460	Communication Vault Type 1 Special	EACH

Payment for the Communication Vault bid items is full compensation for providing and installing all materials including vaults, lids, fiber optic cable support assembly, caulking; for excavating, bedding, backfilling, and restoration of ground to original condition including sand, aggregate, concrete, or other required materials; and for disposing of surplus materials.

17.15 Luminaires Utility LED B Special, Item SPV.0060.352; Luminaires Utility LED C Special, Item SPV.0060.353.**A Description**

This special provision describes furnishing and installing Luminaires Utility LED type B and C Special according to standard spec 659, as shown in the plans, and as hereinafter provided.

B Materials

Furnish Cooper Navion LED Catalog # NVN-AF-02-D-VOLT-T3R-10K-800-4N7-AP-WISDOT for Luminaires Utility LED B Special. Furnish Cooper Navion LED Catalog # NVN-AF-03-D-VOLT-T3R-10K-800-4N7-AP-WISDOT for Luminaires Utility LED C Special.

The catalog numbers above specify an LED luminaire drive current of 800mA, as requested by the City of Appleton.

C Construction

All work to be completed as specified in standard spec 659.3.

D Measurement

The department will measure each Luminaires Utility LED B Special and Luminaires Utility LED C Special as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.352	Luminaires Utility LED B Special	EACH
SPV.0060.353	Luminaires Utility LED C Special	EACH

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

17.16 Conduit Loop Detector Special, SPV.0090.461.

A Description

This special provision describes providing rigid nonmetallic conduit for traffic signal detectors according to standard spec 652.

B Materials

Furnish 1-inch schedule 80 PVC electrical conduit conforming to standard spec 652.2.3. Furnish fittings and attachments required to join and terminate conduits of the same material as the conduit except as the plans show and in the next paragraph, and designed specifically for the conduit furnished.

Use approved PVC terminal adaptor fittings to connect the PVC T-condulet to the PVC conduit. For condulet covers use dome-type covers with neoprene gasket.

C Construction

Perform work according to standard spec 652.3.

D Measurement

The department will measure Conduit Loop Detector Special by the linear foot, acceptably completed, measured around the loop and from the loop to the nearest pull box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.461	Conduit Loop Detector Special	LF

Payment for Conduit Loop Detector Special is full compensation for providing all materials, including conduit, compacted backfill, surface sealer if required, pull wire if required, condulets, and conduit fittings.

17.17 Cable Traffic Signal 20-14 AWG, SPV.0090.462.

A Description

This special provision describes providing electrical wire and cable according to standard spec 655.

B Materials

Furnish traffic signal cable according to standard spec 655.2.2.

C Construction

Perform work according to standard spec 655.3.

Append standard spec 655.3(5) with the following:

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

D Measurement

The department will measure Cable Traffic Signal 20-14 AWG by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.462	Cable Traffic Signal 20-14 AWG	LF

Payment for the Cable Traffic Signal 20-14 AWG bid item, is full compensation for providing cable; for making all connections; for providing all connectors, including wire nuts; and for testing the circuits. The department will pay for wiring from the signal head terminal strip to the mounting base under the Cable Traffic Signal bid items appropriate for the conductor number and wire size the plans show.

17.18 Loop Detector Wire Special, SPV.0090.463.**A Description**

This special provision describes providing electrical wire and cable according to standard spec 655.

B Materials

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

C Construction

Perform work according to standard spec 655.3.

Append standard spec 655.3(5) with the following:

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

D Measurement

The department will measure Loop Detector Wire Special by the linear foot, acceptably completed, measured around the loop, including the number of turns and its lead to and from the splice with the lead in cable.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.463	Loop Detector Wire Special	LF

Payment for Loop Detector Wire Special is full compensation for providing loop detector wire.

17.19 Traffic Signal Controller and Cabinet Assembly, SPV.0105.464.

A. Description

This special provision describes furnishing traffic signal controller, a control cabinet, and auxiliary equipment, compliant with the NEMA TS2 standards, and as hereinafter provided at the intersection of Oneida Street & W Valley Road. The traffic signal control shall be a NEMA TS2 Type 1 and the traffic signal controller shall be an Eagle EPAC 3108 M62.

B Materials

B.1 General

The control cabinet and auxiliary equipment shall meet, as a minimum, all applicable sections of the NEMA TS2 Standards for Type 1 configurations, which utilize a high speed data channel between all major equipment.

Submit three copies of the traffic signal wiring prints to the Assistant City Traffic Engineer. These prints shall include detection wiring diagrams, conductor layout standards and the associated head arrangements and other pertinent details. An electronic copy of the traffic signal wiring print shall be provided in an AutoCAD compatible format, (i.e. "*.dxf").

B2. Control Cabinet Assembly

(1) Cabinet Design and Construction.

The cabinet shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. The cabinet size should be:

Standard Size: 44" W x 25 ½" D x 56"H

Small Size: 30" W x 18" D x 51"H

If a larger cabinet size is specified, the height (H) dimension shall be increased. The height (H) shall be measured at front of cabinet.

The cabinet shall have a ground-mount bottom opening for securing to four anchor bolts protruding from a precast cabinet basement foundation. The cabinet flange for securing the anchor bolts shall not protrude outward from the bottom of the cabinet. The City of Appleton will provide a detail of cabinet basement foundation to verify anchor bolt locations.

The cabinet shall be designed and manufactured with materials that will allow rigid mounting and not flex on its mount.

A rain channel shall be incorporated into the design of the main door opening to prevent liquids from entering the enclosure. The cabinet door opening must be a minimum of 80 percent of the front surface of the cabinet.

The top of the cabinet shall incorporate a 1-inch slope toward the rear to prevent rain accumulation.

The cabinet shall be supplied with a natural aluminum finish. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blow holes and other irregularities. All sharp edges shall be ground smooth.

All seams shall be sealed with RTV silicone adhesive sealant or equivalent material on the interior of the cabinet.

All cabinets shall be supplied with two removable shelves manufactured from 5052-H32 aluminum. Shelf shall be a minimum of 10 inches deep. The front edge of each shelf shall have holes punched every 6 inches to accommodate tie wrapping of the cables/harnesses. A pull out drawer, approximately 20 inches wide by the full width of the shelf, shall be installed and centered on the bottom shelf. The drawer shall be made of aluminum and smoothly pull out on full extension ball bearing type slides with stops to prevent inadvertently pulling the drawer out of its supports. There shall be a compartment for document storage. The lid shall be hinged at the rear, to gain access to the storage area. The drawer will be used to store documents as well as support a notebook computer on full extension.

One set of vertical "C" channels shall be mounted on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinets.

The lower section of the cabinet shall be equipped 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 3R ventilated enclosures. A non-corrosive, vermin- and insect-proof, removable air filter shall be secured to the air entrance. The filter shall fit snugly against the cabinet door wall.

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

The main door shall be equipped with a three-point latching mechanism with double 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 shall rotate clockwise to open. The lock assembly shall be positioned so that the handle shall not cause any interference with the key when opening the cabinet door.

The main door hinge shall be a one-piece, continuous piano hinge with a stainless steel pin running the entire length of the door. The hinge shall be attached in such a manner that no rivets or bolts are exposed.

The main door shall include a mechanism capable of holding the door open at approximately 90, 120, and 180 degrees under windy conditions.

The main door and police door-in-door shall 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. The gaskets shall be permanently bonded to the cabinet.

The main door shall be equipped with a Corbin tumbler lock. The City of Appleton will provide vendor and number information for fabrication of the lock. Two keys shall be supplied.

A police door-in-door shall be provided with a treasury type lock Corbin No. R357SGS, or exact equivalent, with one key.

A locking generator compartment door with L5-30 F1 Plug shall be provided on the right side of the cabinet. Compartment shall include a rotary, two position switch for "line" and "generator". Door shall be recessed, water tight and located approximately halfway up the cabinet. On the inside of the cabinet, the recessed compartment shall locate above the cabinet's power panel. Door shall be equipped with the same Corbin tumbler lock as the main door. Generator door shall have an adjustable slide for the generator power cable to pass through while in closed position.

(2) Terminals and Facilities/Main Panel Design and Construction.

The main 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.

The main panel shall be fully wired in the following configurations, with the size specified for each cabinet assembly:

- Type 2 Panel Configuration - eight load switch sockets, four flash transfer relay sockets, one flasher socket, one main panel BIU rack slots and one detector rack with BIU slot.

- Type 3 Panel Configuration - Twelve load switch sockets, six flash transfer relay sockets, one flasher socket, two main panel BIU rack slots and one detector rack with BIU slot.
- Type 4 Panel Configuration – Sixteen load switch sockets, six flash transfer relay sockets, one flasher socket, two main panel BIU rack slots and one detector rack with BIU slot.

All main panels shall be hinged at the bottom to allow easy access to all wiring on the rear of the panel. It shall not be necessary to remove any shelf-mounted equipment to hinge down the main panel.

All load switch and flash transfer relay socket reference designators shall be silk-screen labeled on the front and rear of the main panel to match drawing designations.

Up to eight load switch sockets may be positioned horizontally or stacked in two rows on the main panel. Main panels requiring more than six load switch sockets shall be mounted in two horizontal rows.

All load switches shall be supported by a bracket extending at least 3 inches from the main panel.

Rack style mounting shall be provided to accommodate the required BIUs per the configuration listed in section 3.3 above. A dual-row, 64-pin female DIN 41612 Type B connector shall be provided for each BIU rack position. Card guides shall be provided for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the main panel. Detector rack BIU mounting shall be an integral part of the shelf-mounted detector rack.

All BIU rack connectors shall have pre-wired address pins corresponding to the requirements of the TS2 specification. The address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

At a minimum, one shelf mounted NEMA TS2 detector rack shall be provided with one BIU. If more than 16 detector channels are specified, an additional detector rack and BIU shall be required for the number of detectors. Each detector channel shall be assigned to a separate detector input to the controller. Detector loop connections shall be provided for the total number of detector channels available in the detector rack supplied. The rack shall be firmly secured to a cabinet shelf in manor that allows for removal, if necessary. Sufficient wire lengths shall be provided for access to the back of the rack. At least one NEMA TS2 detector rack shall accommodate a 4 channel preemption card in addition to the 16 detector channels.

The preemption operation and interface shall conform to NEMA. The preemption interface shall include field wire termination panels, relays or isolators, wiring and connectors required for proper operation of either 2 or 4 channel preemption cards.

A terminal strip for loop detection lead in cables shall be provided for the total number of detector channels available. Detection terminal strip shall be mounted vertically on the right side of the cabinet approximately 6 inches above the power panel.

All main panels shall have all field wires contained within one row of horizontally-mounted terminal blocks.

All field output circuits shall be terminated on an unfused terminal block with a minimum rating of 10 amps.

All field input/output (I/O) terminals shall be identified by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 specification.

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

Field terminal blocks shall be wired to use three positions per vehicle or overlap phase (green, yellow, red).

The main panel shall contain a flasher socket (silk screen labeled) capable of operating a 15-amp, 2-pole, NEMA solid state flasher. The flasher shall be supported by a bracket that extends at least three inches from the back panel.

All logic-level, NEMA-controller and Malfunction Management Unit input and output terminations on the main panel shall be permanently labeled. Cabinet prints shall identify the function of each terminal position.

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 the TS2 Specification (Section 5).

All main panel wiring shall conform to the following wire size and color:

Green/Walk load switch output	brown wire 16 gauge
Yellow load switch output	yellow wire 16 gauge
Red/Don't Walk load switch output	red wire 16 gauge
MMU (other than AC power)	blue wire 22 gauge

Controller I/O	blue wire 22 gauge
AC Line (power panel to main panel)	black wire *
AC Line (main panel)	black wire *
AC Neutral (power panel to main panel)	white wire *
AC Neutral (main panel)	white wire *
Earth ground	green wire *

* gauge varies with power panel/ main panel set

All wiring, 14 AWG and smaller, shall conform to MIL-W-16878/1, type B/N, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation with clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall have UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation and clear nylon jacketed.

All controller and malfunction management unit cables shall be of sufficient length to allow the units to be placed on either shelf or the outside top of the cabinet in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. The uses of exposed tie-wraps or interwoven cables are unacceptable.

All cabinet configurations shall be provided with enough 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.

All main panels shall be pre-wired for a sixteen channel Malfunction Management Unit.

All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on type clamps are not acceptable.

The grounding system in the cabinet shall be divided into three separate circuits (AC Neutral, Earth Ground, and Logic Ground). These ground circuits shall be connected together at a single point as outlined in the NEMA TS2 Standard.

All pedestrian pushbutton inputs from the field to the controller shall be optoisolated through the BIU and operate at 12 VAC.

All wire (size 16 AWG or smaller) at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

(3) Power Panel Design and Construction.

The power panel shall consist of a separate module, securely fastened to the right side wall of the cabinet near the bottom. The power panel shall be wired to provide the necessary power to the cabinet, controller, Malfunction Management Unit, cabinet power supply and auxiliary equipment. It shall be manufactured from 0.090-inch, 5052-H32 aluminum.

The power panel shall house the following components: (a) A 30-amp main breaker shall supply power to the controller, MMU, signals, cabinet power supply and auxiliary panels. Breakers shall be thermal magnetic type, U.L. listed, with a minimum of 10,000 amp interrupting capacity. (b) A 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater. (c) A 20-amp auxiliary breaker. This breaker shall supply power to the light and GFCI outlet. (d) A 30 amp, 125 VAC radio interference line filter. (e) A solid state bus relay, Crydom A2475 or approved equal. (f) A 13-position neutral bus bar capable of connecting three #12 wires per position. (g) A 10-position ground bus bar capable of connecting three #12 wires per position. (h) A 120 VAC lightning surge suppressor, EDCO model SHP300-10 or approved equal. (i) An additional 3 auxiliary breakers; two 15-amp and one 20-amp. These breakers shall be made available to power any ancillary electronics in the cabinet.

The power panel shall be covered with a removable clear plastic shield to prevent accidental contact. Cut-outs shall be made for the main and auxiliary breakers without removing the plastic cover.

(4) Auxiliary Cabinet Equipment.

The cabinet shall be provided with a thermostatically controlled (adjustable between 80-150 degrees Fahrenheit) ventilation fan in the top of the cabinet plenum, left side. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute.

The cabinet shall be provided with a 250W thermostatically controlled heater. The heater shall be tubular style, enclosed with a protective perforated cover. The heater shall be located on the center, front cabinet strut under the door. Heater shall attach to the strut, with no holes drilled through the outer shell of the cabinet. The thermostat shall be located in the top of the cabinet plenum, off to the left side.

The cabinet shall be provided with a 20-Amp duplex GFCI receptacle service outlet.

An incandescent lamp and socket shall be mounted in the cabinet to sufficiently illuminate the field terminals. The lamp shall be wired to a 20-amp ON/OFF toggle switch mounted on the rear cover of the police panel.

A door activated push switch mounted near the top of the main door. The switch shall be wired and configured to activate an alarm through the controller, as directed by the City of Appleton. The opening and closing of the main cabinet door shall control the condition of the switch (Door open = ON, Door closed = OFF).

Two sets of complete and accurate cabinet drawings shall be supplied with each cabinet.

One set of manuals for the controller, Malfunction Management Unit and vehicle detector amplifiers shall be supplied with each cabinet.

An auxiliary, 12-position ground bus bar capable of connecting three #12 wires per position shall be located on the opposite side of the power panel.

(5) Cabinet Test Switches and Police Panel.

A test switch panel shall be mounted on the inside of the main door. The test switch panel shall provide as a minimum the following: (a) AUTO/FLASH SWITCH. When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the start up sequence when exiting flash. (b) STOP TIME SWITCH. When applied, the controller shall be stop timed in the current interval. (c) CONTROL EQUIPMENT POWER ON/OFF. This switch shall control the controller, MMU, and cabinet power supply AC power.

Momentary test pushbuttons for all pedestrian inputs to the controller shall be required.

Momentary test pushbuttons for all vehicle inputs to the controller are not required.

The police door switch panel shall contain the following: (a) SIGNALS ON/OFF SWITCH. In the OFF position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. When in the OFF position, the MMU shall not conflict or require reset. (b) AUTO/FLASH SWITCH. In the flash position, power shall not be removed from the controller and stop time shall be applied. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the start up sequence when exiting flash. (c) AUTO/MANUAL SWITCH. Cabinet wiring shall include provisions for an AUTO/MANUAL switch and a momentary pushbutton or hand cord. The AUTO/MANUAL switch and pushbutton or hand cord shall not be provided unless it is called for in the special provisions of this specification.

All toggle type switches shall be heavy duty and rated 15 amps minimum. Single- or double-pole switches may be provided, as required.

Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.

All switch functions must be permanently and clearly labeled.

All wire routed to the police door-in-door and test switch pushbutton panel shall be adequately protected against damage from repetitive opening and closing of the main door.

(6) Auxiliary Devices.

(a) Load Switches. Load switches shall be solid state and shall conform to the requirements of Section 6.2 of the NEMA TS2 Standard.

Signal load switches shall have a minimum rating of 10 amperes at 120 VAC for an incandescent lamp load.

The front of the load switch shall be provided with three indicators to show the input signal from the controller to the load switch.

Load switches shall be dedicated per phase. The use of load switches for other partial phases is not acceptable.

The full complement of load switches shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

(b) Flashers. The flasher shall be solid state and shall conform to the requirements of section 6.3 of the NEMA TS2 Standard.

Flashing of field circuits for the purpose of intersection flash shall be accomplished by a separate flasher.

The flasher shall be rated at 15 amperes, double pole with a nominal flash rate of 60 FPM.

(c) Flash Transfer Relays. All flash transfer relays shall meet the requirements of Section 6.4 of the NEMA TS2 Standard.

The coil of the flash transfer relay must be de-energized for flash operation.

The full complement of relays shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

(d) Signal Control Unit. Provide a fully actuated, solid state, digital microprocessor based EPAC 3108M62 controller 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.

(e) Malfunction Management Unit. Each cabinet assembly shall be supplied with one Malfunction Management Unit (MMU) as defined by the requirements of the NEMA MMU2 Standard.

The MMU shall be a shelf mountable, sixteen channel device. The MMU shall have an LCD display that allows for viewing of log files, viewing and setting of date and time and configuration parameters.

The MMU shall have Ethernet capability. Software to enable programming and remote access of MMU shall be provided.

(f) Bus Interface Units. All Bus Interface Units (BIUs) shall meet the requirements of Section 8 of the NEMA TS2 Standard.

The full complement of BIUs shall be supplied with each cabinet to allow for maximum phase and function utilization for which the cabinet is designed.

Each Bus Interface Unit shall include power on and transmit indicators. All indicators shall be LEDs.

(g) Cabinet Power Supply. The cabinet power supply shall meet the requirements of Section 5.3.5 of the NEMA TS2 Standard.

The cabinet power supply shall provide LED indicators for the 12 VDC, 12 VAC, and 24 VDC outputs.

The cabinet power supply shall provide (on the front panel) jack plugs for access to the +24 VDC for test purposes.

One cabinet power supply shall be supplied with each cabinet assembly.

(h) Inductive loop detector units. The inductive loop detector units shall meet the requirements of Section 6.5.1 of the NEMA TS2 Standard.

The loop detector amplifiers shall have an LCD display for real-time monitoring of vehicle sensitivity measurement, and be capable of a minimum of seven frequency adjustments. Each loop detector amplifier shall have a maximum of 2 channels.

The total number of loop detector amplifier channels shall be specified for each cabinet assembly.

(i) Managed Ethernet Device. The Ethernet device shall meet, as a minimum, all applicable sections of the NEMA TS2 Standards, to enable communications of traffic signal control equipment over IP protocol. In addition the following device specifications and accessories shall apply:

1. Managed Switch

- 10 Port Gigabit Managed Industrial Ethernet Switch
 - Seven 10/100BaseTX RJ-45 Ports
 - One 10/100/1000BaseTX RJ-45 Port
 - Two Gigabit SFP/RJ45 Combination ports
 - 1000BaseSX/LX Fiber with LC style connectors or 10/100/1000BaseTX Copper with RJ-45 connectors
- -40° to 75°C Operating Temperature (cold startup at -40°C)
- Auto Sensing 10/100BaseTX, Duplex and MDIX
- Store-and-forward Technology
- Redundant Power Inputs (10-30 VDC)
- 2048 MAC Addresses
- Configurable Alarm Contact
- Rugged Industrial DIN-Rail Enclosure
- Standards: IEEE 802.3, 802.3u, 802.3x, 802.1D/w, 802.1p, 802.1Q
- Managed Features:
 - SNMPv1/v2/v3
 - RMON
 - DHCP Server
 - SNTP
 - TFTP
 - STP
 - RSTP
 - QoS/CoS/ToS/DS
 - IGMPv1/v2
 - VLAN (tag and port based)
 - HTTP/ HTTPS (SSL and TLS)
 - Telnet
 - SSH
 - Modbus/TCP
 - CLI Interface

2. Power Supply

- DC voltage: 24 VDC
- Rated: current 2 Amps
- Current range: 0 – 2 Amps
- Rated power: 48 Watts
- Ripple / noise (max.): 480 mV p-p
- Voltage adjust: 21.6 – 26.4 VDC
- Voltage tolerance: +/- 1%
- Line regulation: +/- 1%
- Load regulation: +/- 1%
- Setup and rise time: 800 mS and 60 mS
- Hold time: (typ.) 100 mS @ 230 VAC

Input

- AC voltage range: 85 – 264 VAC
- Frequency range: 47 – 63 Hz
- Efficiency (typ.): 80%
- AC current (typ.): 1.5 Amps @ 115 VAC, 0.75 Amp @ 230 VAC
- Inrush current: cold start 28 Amps @ 115 VAC, 56 Amps @ 230 VAC

3. SFP Transceivers

- (2) Gigabit, SFP/LC, single mode, 1310nm, 10km

(j) Emergency Vehicle Preemption. Provide a 4 channel, coded emergency vehicle preemption processor card (GTT Model 764 Phase Selector), Auxiliary Interface Panel (GTT AIP Model 768) and GPS receiver (GTT Model 3100). Processor card shall be fully compatible with NEMA TS2, solid state, digital microprocessor based EPAC 3108M62 and NEMA TS2 detector rack.

(7) Testing and Warranty.

(a) Testing. Each traffic signal cabinet and auxiliary equipment shall be tested as a complete entity under signal load for a minimum of 24 hours. The cabinet manufacturer will need to supply a traffic signal controller for testing. The cabinet shall be assembled and tested by the controller manufacturer or authorized local distributor to ensure proper component integration and operation.

(b) Warranty. The traffic signal cabinet and auxiliary equipment shall be warranted by the manufacturer against mechanical and electrical defects for a period of 1 year. The manufacturer's warranty shall be supplied in writing with each cabinet assembly. Second party extended warranties are not acceptable. Any defects shall be corrected by the manufacturer or supplier at no cost to the owner.

(8) Equipment by Others.

(a) Detection. The city may provide a detection system for vehicle actuation of traffic signal control in addition to the inductive loop detector units. The detection system will be compatible for use with the shelf mounted NEMA TS2 detector rack. The city, or its authorized vender, will provide a vehicle detection unit, programmed at system start-up in the field. The city may also perform program testing with at the city's electrical shop prior to field start-up.

(b) Street Lighting Contactor. The city will provide a contactor enclosure, circuit breakers and cabling for street lighting in the traffic signal cabinet. Space shall be made along the upper left side of the cabinet in front of the shelves for placement of the contactor enclosure.

B3. Traffic Signal Controller

Provide a fully actuated, solid state, digital microprocessor based EPAC 3108 M62 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.

C Construction

The City of Appleton Electrical Department will install the traffic signal cabinet and auxiliary equipment in the field. This includes making all necessary equipment connections. Contact the City Traffic Department at 920.832.5580 to schedule deliver.

Delivery cabinet and auxiliary equipment to:

City of Appleton
Municipal Services Building
ATTN: Electrical Shop
2625 E Glendale Avenue
Appleton, WI, 54911

Cabinet and auxiliary equipment shall be delivered a minimum of three weeks prior to installation date as established by the prime contractor's schedule of operations for this project.

A representative, in the presence of the Assistant City Traffic Engineer, shall be on site at system start up to examine and test all equipment to ensure performance, and that proper and sufficient equipment is furnished as is required to complete the signal plan operation and sequence in compliance with the intent of these specifications. The representative will be notified of any needed modifications or corrections to be completed.

A representative will be responsible for all initial programming and integration of all Ethernet capable equipment. This includes furnishing and installing all patch cables and connectors, neatly trained throughout the cabinet. This includes confirmation of remote accessibility across the city's network and providing a walkthrough, if requested, of the programming and configuration of the Ethernet device.

D Measurement

The department will measure Traffic Signal Controller and Cabinet Assembly as a single unit of work, acceptably completed.

E Payment

The department will pay for Traffic Signal Controller and Cabinet Assembly at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.464	Traffic Signal Controller and Cabinet Assembly	LS

Payment is full compensation for traffic signal controller, cabinet and auxiliary equipment, including all labor, tools, equipment, and incidentals necessary to complete the work.

The traffic signal controller, cabinet and auxiliary equipment items included shall be, but not necessarily limited to, EPAC controller, NEMA TS2, Type 1 cabinet, malfunction management unit, signal control unit, BIUs, flash transfer relays, load switches and flasher, detector rack(s), detector amplifiers, preemption equipment, cabinet power supply unit, and an Ethernet switch and accessories, interior cabinet wiring and other associated electrical and electronic equipment interior to the control cabinet that is necessary to provide the type of operation described in these specifications.

17.20 Transport & Install State Furnished Microwave Vehicle Detection System, Item SPV.0105.465.

A Description

This special provision describes transporting and installing a department furnished microwave detection system for use at the Oneida Street & W Valley Road intersection.

B Materials

Notify Robert Schuurmans of WisDOT NE Region at (920) 492-5710 at least five working days prior to material pick-up to make arrangements for picking up the department furnished materials for the microwave vehicle detection system, including system detectors.

Furnish all Category 5e cable for detection system and all remaining hardware, fasteners, and wiring connections as incidental to this item.

C Construction

Coordinate directly with Mike Hardy from the City of Appleton at (920) 832-6478 for all activities associated with this bid item. Contact the city at least five working days prior to the scheduled installation of the detection system and all subsequent changes in operation.

The city will oversee the installation. Install the microwave detectors as shown on the plans (the final determination of location will be made by the city's electrical personnel to ensure best line of sight). Install the traffic signal power cable to run continuously (without splices) from the traffic signal cabinet to the handhold or base. Leave 10 feet of cable in each traffic signal cabinet and pull box. Install the detectors manufacturer's connector cable whip from the detectors to the handhole or base. The city will install microwave detection equipment in the traffic signal control cabinet.

Vehicle detection programming will be performed by the city. Notify Mike Hardy of the City of Appleton at (920) 832-6478 upon completion of installation of cable/wire and microwave detectors.

D Measurement

The department will measure Transport & Install State Furnished Microwave Vehicle Detection System as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.465	Transport & Install State Furnished Microwave Vehicle Detection System	LS

Payment is full compensation for transporting and installing the microwave detectors, furnishing traffic signal power cable.

18. Intelligent Transportation Systems (ITS) (Vacant).

19. Landscaping (Vacant).

20. Miscellaneous/Incidental Construction.

20.1 Temporary Pedestrian Safety Fence, Item 644.1616.S.

A Description

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

B Materials

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1-inch min to 3-inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

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

C Construction

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

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

D Measurement

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

E Payment

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

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

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

644-025 (20150630)

20.2 Survey Project 1517-75-83, Item SPV.0105.013.

A Description

Standard spec 105.6 and 650 are modified to define the requirements for construction staking for this contract.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. Perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

Delete standard spec 650.1.

B (Vacant)**C Construction**

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

D Measurement

The department will measure Survey Project 1517-75-83 as a single lump sum unit of work, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.013	Survey Project 1517-75-83	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract. No additional payments will be made for re-staking due to construction disturbance and knock-outs.
(NER441-20150117)

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

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

B Materials

Furnish materials as follows:

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

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

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1601.S	Temporary Curb Ramp	Each

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

644-020 (20150630)

20.4 Temporary Pedestrian Surface Asphalt, Item 644.1410.S.

A Description

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

B Materials

Furnish 1 ¼- inch dense graded aggregate conforming to standard spec 305.2 Furnish:

- Asphaltic surface conforming to standard spec 465.2

C Construction

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

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than ¼ inch and horizontal joints no wider than ½ inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1-inch thick. Construct conforming to the following:

- Asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1410.S	Temporary Pedestrian Surface Asphalt	SF

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

644-010 (20150630)

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (number) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - (a) Email to all prospective DBE firms in relevant work areas.
 - (b) Phone call log to DBE firms who express interest via written response or call.
 - (c) Fax/letter confirmation
 - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

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

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

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

6. Use of Joint Checks

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

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

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

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

7. Bidder's Appeal Process

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

8. Department's Criteria for DBE Participation

Directory of DBE firms

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

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. *WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice.* Please respond to the following questions and submit with your DBE Commitment Form.

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at DBE_Alert@dot.wi.gov or by calling 608-267-3849.

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.

If the scope change added work for a participating DBE; list the date and reason for the scope change.

- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____
 Letting Date: _____
 Project ID: _____

Please check all that apply

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

Prime Contractor's Contact Person

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 and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

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

Make the following revisions to the standard specifications:

440.3.5.2 Corrective Actions for Localized Roughness

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

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

450.3.1.1.4 Recording Truck Loads

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

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

455.3.2.1 General

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

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

460.2.1 General

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

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

460.2.8.2.1.5 Control Limits

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

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

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

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

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

460.2.8.2.1.6 Job Mix Formula Adjustment

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

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

460.2.8.3.1.6 Acceptable Verification Parameters

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

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

460.3.3.1 Minimum Required Density

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

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

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

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

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

^[2] Includes parking lanes as determined by the engineer.

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

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

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

460.5.2.1 General

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

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

460.5.2.3 Incentive for HMA Pavement Density

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

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

INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY^[1]

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

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

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

501.2.6 Fly Ash

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

501.2.6.1 General

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

501.2.6.2 Class C Ash

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

501.2.6.3 Class F Ash

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

502.3.7.8 Floors

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

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

503.3.2.1.1 Tolerances

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

PRESTRESSED CONCRETE I-TYPE GIRDERS

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

517.3.1.7.3 Epoxy System Intermediate and Protective Coats

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

- (1) Mask the faying surfaces of bolted field splices and the top of the top flanges where welding the stud shear connectors during coat application. On all other areas including the outside surfaces of splice plates, ensure that the dry film thickness conforms to the following:
 1. For the white intermediate coat, 3.5 mils to 8 mils.
 2. For the protective coat, sufficient thickness to provide a uniform color and appearance but not less than 3 mil or more than 6 mils.

Errata

Make the following corrections to the standard specifications:

Throughout the contract:

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

105.13.4 Content of Claim

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

109.4.5.5.1 General

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

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

109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

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

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

Where:

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

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

109.4.5.5.3 Hourly Equipment Stand-By Rate

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

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

Where:

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

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 5. All infringements of patents, trademarks, or copyrights.
 6. All other expenses incurred to complete and protect the work under the contract.

204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

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

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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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.

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

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

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

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

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 16.856 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

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

The day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, euclid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator **MUST** be paid separately for their driving and for the use of their truck.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 84.062 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

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

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

IV. WAGE RATE REDISTRIBUTION

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

V. ADDITIONAL CLASSIFICATIONS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5(a)(1)(ii)). The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

General Decision Number: WI170010 02/24/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

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

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

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

BRWI0001-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016		

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.07	20.51

BRWI0003-002 06/01/2016		

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016		

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes
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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 TREMPLEAU
COUNTIES

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

IRON0512-021 05/01/2015

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

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

LABO0113-002 06/01/2016

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

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

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

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

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

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

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

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2016

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

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

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade 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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

March 2017

**NOTICE TO BIDDERS
WAGE RATE DECISION**

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

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.



Proposal Schedule of Items

Page 1 of 15

Proposal ID: 20170509016 Project(s): 1517-75-83

Federal ID(s): WISC 2017272

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	201.0105 Clearing	16.000 STA	_____.	_____.
0020	201.0205 Grubbing	16.000 STA	_____.	_____.
0030	204.0100 Removing Pavement	26,404.000 SY	_____.	_____.
0040	204.0110 Removing Asphaltic Surface	2,295.000 SY	_____.	_____.
0050	204.0150 Removing Curb & Gutter	588.000 LF	_____.	_____.
0060	204.0155 Removing Concrete Sidewalk	2,961.000 SY	_____.	_____.
0070	204.0195 Removing Concrete Bases	20.000 EACH	_____.	_____.
0080	204.0210 Removing Manholes	19.000 EACH	_____.	_____.
0090	204.0220 Removing Inlets	29.000 EACH	_____.	_____.
0100	204.0245 Removing Storm Sewer (size) 01. 12-15 INCH	2,209.000 LF	_____.	_____.
0110	204.0245 Removing Storm Sewer (size) 02. 18-21 INCH	1,237.000 LF	_____.	_____.
0120	204.0245 Removing Storm Sewer (size) 03. 24-30 INCH	918.000 LF	_____.	_____.
0130	204.0250 Abandoning Manholes	1.000 EACH	_____.	_____.
0140	205.0100 Excavation Common	19,677.000 CY	_____.	_____.
0150	209.1100 Backfill Granular Grade 1	57.000 CY	_____.	_____.
0160	213.0100 Finishing Roadway (project) 01. 1517-75-83	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 15

Proposal ID: 20170509016 Project(s): 1517-75-83

Federal ID(s): WISC 2017272

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	305.0110 Base Aggregate Dense 3/4-Inch	416.000 TON	_____.	_____.
0180	305.0120 Base Aggregate Dense 1 1/4-Inch	12,840.000 TON	_____.	_____.
0190	311.0110 Breaker Run	21,094.000 TON	_____.	_____.
0200	415.0210 Concrete Pavement Gaps	1.000 EACH	_____.	_____.
0210	416.0160 Concrete Driveway 6-Inch	160.000 SY	_____.	_____.
0220	416.0620 Drilled Dowel Bars	174.000 EACH	_____.	_____.
0230	465.0105 Asphaltic Surface	290.000 TON	_____.	_____.
0240	465.0120 Asphaltic Surface Driveways and Field Entrances	130.000 TON	_____.	_____.
0250	465.0125 Asphaltic Surface Temporary	88.000 TON	_____.	_____.
0260	504.0500 Concrete Masonry Retaining Walls	122.000 CY	_____.	_____.
0270	505.0400 Bar Steel Reinforcement HS Structures	6,019.000 LB	_____.	_____.
0280	520.8000 Concrete Collars for Pipe	27.000 EACH	_____.	_____.
0290	601.0405 Concrete Curb & Gutter 18-Inch Type A	2,900.000 LF	_____.	_____.
0300	601.0409 Concrete Curb & Gutter 30-Inch Type A	669.000 LF	_____.	_____.
0310	601.0411 Concrete Curb & Gutter 30-Inch Type D	489.000 LF	_____.	_____.
0320	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	1,051.000 LF	_____.	_____.



Proposal Schedule of Items

Page 3 of 15

Proposal ID: 20170509016 Project(s): 1517-75-83

Federal ID(s): WISC 2017272

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	601.0600 Concrete Curb Pedestrian	148.000 LF	_____.	_____.
0340	602.0410 Concrete Sidewalk 5-Inch	32,360.000 SF	_____.	_____.
0350	602.0415 Concrete Sidewalk 6-Inch	2,142.000 SF	_____.	_____.
0360	602.0515 Curb Ramp Detectable Warning Field Natural Patina	128.000 SF	_____.	_____.
0370	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	1,599.000 LF	_____.	_____.
0380	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	146.000 LF	_____.	_____.
0390	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	722.000 LF	_____.	_____.
0400	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,300.000 LF	_____.	_____.
0410	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	316.000 LF	_____.	_____.
0420	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	165.000 LF	_____.	_____.
0430	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	150.000 LF	_____.	_____.
0440	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	306.000 LF	_____.	_____.
0450	608.6010 Storm Sewer Pipe Composite 10-Inch	85.000 LF	_____.	_____.
0460	610.0124 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	124.000 LF	_____.	_____.



Proposal Schedule of Items

Page 4 of 15

Proposal ID: 20170509016 Project(s): 1517-75-83

Federal ID(s): WISC 2017272

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0470	610.0129 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	425.000 LF	_____.	_____.
0480	611.0530 Manhole Covers Type J	1.000 EACH	_____.	_____.
0490	611.0535 Manhole Covers Type J-Special	31.000 EACH	_____.	_____.
0500	611.0624 Inlet Covers Type H	24.000 EACH	_____.	_____.
0510	611.0639 Inlet Covers Type H-S	36.000 EACH	_____.	_____.
0520	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.
0530	611.2003 Manholes 3-FT Diameter	1.000 EACH	_____.	_____.
0540	611.2004 Manholes 4-FT Diameter	6.000 EACH	_____.	_____.
0550	611.2005 Manholes 5-FT Diameter	4.000 EACH	_____.	_____.
0560	611.2006 Manholes 6-FT Diameter	9.000 EACH	_____.	_____.
0570	611.2007 Manholes 7-FT Diameter	5.000 EACH	_____.	_____.
0580	611.2008 Manholes 8-FT Diameter	7.000 EACH	_____.	_____.
0590	611.3004 Inlets 4-FT Diameter	30.000 EACH	_____.	_____.
0600	611.3230 Inlets 2x3-FT	32.000 EACH	_____.	_____.
0610	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0620	611.8110 Adjusting Manhole Covers	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 5 of 15

Proposal ID: 20170509016 Project(s): 1517-75-83

Federal ID(s): WISC 2017272

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0630	611.8115 Adjusting Inlet Covers	3.000 EACH	_____.	_____.
0640	611.8120.S Cover Plates Temporary	3.000 EACH	_____.	_____.
0650	612.0104 Pipe Underdrain 4-Inch	618.000 LF	_____.	_____.
0660	614.0305 Steel Plate Beam Guard Class A	25.000 LF	_____.	_____.
0670	614.0390 Steel Plate Beam Guard Short Radius Terminal	2.000 EACH	_____.	_____.
0680	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1517-75-83	1.000 EACH	_____.	_____.
0690	619.1000 Mobilization	1.000 EACH	_____.	_____.
0700	620.0300 Concrete Median Sloped Nose	109.000 SF	_____.	_____.
0710	624.0100 Water	184.000 MGAL	_____.	_____.
0720	625.0100 Topsoil	4,187.000 SY	_____.	_____.
0730	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0740	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0750	628.2006 Erosion Mat Urban Class I Type A	4,187.000 SY	_____.	_____.
0760	628.7005 Inlet Protection Type A	80.000 EACH	_____.	_____.
0770	628.7015 Inlet Protection Type C	32.000 EACH	_____.	_____.
0780	628.7020 Inlet Protection Type D	34.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 6 of 15

Proposal ID: 20170509016 Project(s): 1517-75-83

Federal ID(s): WISC 2017272

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0790	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0800	629.0210 Fertilizer Type B	4.400 CWT	_____.	_____.
0810	630.0140 Seeding Mixture No. 40	91.000 LB	_____.	_____.
0820	630.0200 Seeding Temporary	127.000 LB	_____.	_____.
0830	634.0614 Posts Wood 4x6-Inch X 14-FT	12.000 EACH	_____.	_____.
0840	634.0616 Posts Wood 4x6-Inch X 16-FT	15.000 EACH	_____.	_____.
0850	637.2210 Signs Type II Reflective H	184.250 SF	_____.	_____.
0860	637.2215 Signs Type II Reflective H Folding	87.240 SF	_____.	_____.
0870	638.2602 Removing Signs Type II	20.000 EACH	_____.	_____.
0880	638.3000 Removing Small Sign Supports	12.000 EACH	_____.	_____.
0890	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0900	643.0200.S Traffic Control Surveillance and Maintenance (project) 01. 1517-75-83	76.000 DAY	_____.	_____.
0910	643.0300 Traffic Control Drums	9,580.000 DAY	_____.	_____.
0920	643.0410 Traffic Control Barricades Type II	426.000 DAY	_____.	_____.
0930	643.0420 Traffic Control Barricades Type III	705.000 DAY	_____.	_____.
0940	643.0500 Traffic Control Flexible Tubular Marker Posts	139.000 EACH	_____.	_____.



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0950	643.0600 Traffic Control Flexible Tubular Marker Bases	139.000 EACH	_____.	_____.
0960	643.0705 Traffic Control Warning Lights Type A	1,234.000 DAY	_____.	_____.
0970	643.0715 Traffic Control Warning Lights Type C	2,666.000 DAY	_____.	_____.
0980	643.0800 Traffic Control Arrow Boards	151.000 DAY	_____.	_____.
0990	643.0900 Traffic Control Signs	2,548.000 DAY	_____.	_____.
1000	643.0910 Traffic Control Covering Signs Type I	2.000 EACH	_____.	_____.
1010	643.0920 Traffic Control Covering Signs Type II	4.000 EACH	_____.	_____.
1020	643.1000 Traffic Control Signs Fixed Message	23.000 SF	_____.	_____.
1030	643.1050 Traffic Control Signs PCMS	168.000 DAY	_____.	_____.
1040	643.2000 Traffic Control Detour (project) 01. 1517-75-83	1.000 EACH	_____.	_____.
1050	643.3000 Traffic Control Detour Signs	3,420.000 DAY	_____.	_____.
1060	644.1410.S Temporary Pedestrian Surface Asphalt	1,922.000 SF	_____.	_____.
1070	644.1601.S Temporary Curb Ramp	6.000 EACH	_____.	_____.
1080	644.1616.S Temporary Pedestrian Safety Fence	1,000.000 LF	_____.	_____.
1090	645.0111 Geotextile Type DF Schedule A	206.000 SY	_____.	_____.
1100	646.0106 Pavement Marking Epoxy 4-Inch	8,473.000 LF	_____.	_____.



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1110	646.0126 Pavement Marking Epoxy 8-Inch	7,973.000 LF	_____.	_____.
1120	646.0600 Removing Pavement Markings	5,180.000 LF	_____.	_____.
1130	647.0166 Pavement Marking Arrows Epoxy Type 2	21.000 EACH	_____.	_____.
1140	647.0206 Pavement Marking Arrows Bike Lane Epoxy	24.000 EACH	_____.	_____.
1150	647.0306 Pavement Marking Symbols Bike Lane Epoxy	24.000 EACH	_____.	_____.
1160	647.0356 Pavement Marking Words Epoxy	10.000 EACH	_____.	_____.
1170	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	354.000 LF	_____.	_____.
1180	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	20.000 LF	_____.	_____.
1190	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	1,271.000 LF	_____.	_____.
1200	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	2,572.000 LF	_____.	_____.
1210	649.0402 Temporary Pavement Marking Paint 4-Inch	3,180.000 LF	_____.	_____.
1220	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	560.000 LF	_____.	_____.
1230	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	110.000 LF	_____.	_____.
1240	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,250.000 LF	_____.	_____.



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1250	652.0240 Conduit Rigid Nonmetallic Schedule 40 4-Inch	120.000 LF	_____.	_____.
1260	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	9,174.000 LF	_____.	_____.
1270	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	13.000 LF	_____.	_____.
1280	652.0800 Conduit Loop Detector	920.000 LF	_____.	_____.
1290	653.0105 Pull Boxes Steel 12x24-Inch	13.000 EACH	_____.	_____.
1300	653.0130 Pull Boxes Steel 18x36-Inch	4.000 EACH	_____.	_____.
1310	653.0905 Removing Pull Boxes	12.000 EACH	_____.	_____.
1320	654.0101 Concrete Bases Type 1	8.000 EACH	_____.	_____.
1330	654.0105 Concrete Bases Type 5	19.000 EACH	_____.	_____.
1340	654.0113 Concrete Bases Type 13	4.000 EACH	_____.	_____.
1350	654.0200 Concrete Control Cabinet Bases Type 6	1.000 EACH	_____.	_____.
1360	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
1370	655.0230 Cable Traffic Signal 5-14 AWG	2,879.000 LF	_____.	_____.
1380	655.0240 Cable Traffic Signal 7-14 AWG	554.000 LF	_____.	_____.
1390	655.0260 Cable Traffic Signal 12-14 AWG	1,700.000 LF	_____.	_____.
1400	655.0305 Cable Type UF 2-12 AWG Grounded	1,658.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1410	655.0515 Electrical Wire Traffic Signals 10 AWG	2,585.000 LF	_____.	_____.
1420	655.0610 Electrical Wire Lighting 12 AWG	3,636.000 LF	_____.	_____.
1430	655.0615 Electrical Wire Lighting 10 AWG	6,776.000 LF	_____.	_____.
1440	655.0700 Loop Detector Lead In Cable	2,642.000 LF	_____.	_____.
1450	655.0800 Loop Detector Wire	2,720.000 LF	_____.	_____.
1460	656.0200 Electrical Service Meter Breaker Pedestal (location) 002. (CB-800)	LS	LUMP SUM	_____.
1470	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CB1	LS	LUMP SUM	_____.
1480	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. USH 10 & CTH AP (S08-0304)	LS	LUMP SUM	_____.
1490	657.0100 Pedestal Bases	14.000 EACH	_____.	_____.
1500	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	21.000 EACH	_____.	_____.
1510	657.0315 Poles Type 4	2.000 EACH	_____.	_____.
1520	657.0322 Poles Type 5-Aluminum	19.000 EACH	_____.	_____.
1530	657.0425 Traffic Signal Standards Aluminum 15-FT	6.000 EACH	_____.	_____.
1540	657.0430 Traffic Signal Standards Aluminum 10-FT	8.000 EACH	_____.	_____.
1550	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	2.000 EACH	_____.	_____.



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1560	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	19.000 EACH	_____.	_____.
1570	657.1360 Install Poles Type 13	8.000 EACH	_____.	_____.
1580	657.1540 Install Monotube Arms 40-FT	2.000 EACH	_____.	_____.
1590	657.1545 Install Monotube Arms 45-FT	4.000 EACH	_____.	_____.
1600	657.1550 Install Monotube Arms 50-FT	2.000 EACH	_____.	_____.
1610	657.1808 Install Luminaire Arms Steel 8-FT	4.000 EACH	_____.	_____.
1620	657.1812 Install Luminaire Arms Steel 12-FT	4.000 EACH	_____.	_____.
1630	658.0110 Traffic Signal Face 3-12 Inch Vertical	12.000 EACH	_____.	_____.
1640	658.0115 Traffic Signal Face 4-12 Inch Vertical	8.000 EACH	_____.	_____.
1650	658.0215 Backplates Signal Face 3 Section 12-Inch	28.000 EACH	_____.	_____.
1660	658.0220 Backplates Signal Face 4 Section 12-Inch	12.000 EACH	_____.	_____.
1670	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH	_____.	_____.
1680	658.0500 Pedestrian Push Buttons	8.000 EACH	_____.	_____.
1690	658.0600 Led Modules 12-Inch Red Ball	24.000 EACH	_____.	_____.
1700	658.0605 Led Modules 12-Inch Yellow Ball	24.000 EACH	_____.	_____.
1710	658.0610 Led Modules 12-Inch Green Ball	24.000 EACH	_____.	_____.



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1720	658.0615 Led Modules 12-Inch Red Arrow	16.000 EACH	_____.	_____.
1730	658.0620 Led Modules 12-Inch Yellow Arrow	32.000 EACH	_____.	_____.
1740	658.0625 Led Modules 12-Inch Green Arrow	12.000 EACH	_____.	_____.
1750	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	16.000 EACH	_____.	_____.
1760	658.5069 Signal Mounting Hardware (location) 01. Oneida St & Valley Rd	LS	LUMP SUM	_____.
1770	658.5069 Signal Mounting Hardware (location) 02. USH 10 & CTH AP	LS	LUMP SUM	_____.
1780	659.1120 Luminaires Utility LED B	4.000 EACH	_____.	_____.
1790	690.0150 Sawing Asphalt	1,245.000 LF	_____.	_____.
1800	690.0250 Sawing Concrete	4,447.000 LF	_____.	_____.
1810	715.0415 Incentive Strength Concrete Pavement	7,300.000 DOL	1.00000	7,300.00
1820	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
1830	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,320.000 HRS	5.00000	6,600.00
1840	SPV.0035 Special 001. Roadway Embankment	441.000 CY	_____.	_____.
1850	SPV.0060 Special 350. Pull Box Non-Conductive 24x42-Inch	11.000 EACH	_____.	_____.
1860	SPV.0060 Special 350. Pull Box Non-Conductive 24X42-Inch	13.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1870	SPV.0060 Special 351. Tray Cable for Street Lighting 2-8 AWG	6,776.000 EACH	_____.	_____.
1880	SPV.0060 Special 352. Luminaires Utility LED B Special	15.000 EACH	_____.	_____.
1890	SPV.0060 Special 353. Luminaires Utility LED C Special	10.000 EACH	_____.	_____.
1900	SPV.0060 Special 452. Concrete Bases Type 1 Special	6.000 EACH	_____.	_____.
1910	SPV.0060 Special 453. Concrete Base Type 2 Special	2.000 EACH	_____.	_____.
1920	SPV.0060 Special 454. Concrete Bases Type 13 Special	4.000 EACH	_____.	_____.
1930	SPV.0060 Special 455. Bases Cabinet Basement	1.000 EACH	_____.	_____.
1940	SPV.0060 Special 456. Traffic Signal Face 3-12" vertical Special	16.000 EACH	_____.	_____.
1950	SPV.0060 Special 457. Traffic Signal Face 4-12" Vertical Special	4.000 EACH	_____.	_____.
1960	SPV.0060 Special 458. Pedestrian Signal Face 16-Inch Special	8.000 EACH	_____.	_____.
1970	SPV.0060 Special 459. Pedestrian Push Buttons Special	8.000 EACH	_____.	_____.
1980	SPV.0060 Special 460. Communication Vault Type 1 Special	4.000 EACH	_____.	_____.
1990	SPV.0060 Special 650. Adjusting Sanitary Manhole Covers	3.000 EACH	_____.	_____.



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2000	SPV.0060 Special 651. Adjusting Water Valves	10.000 EACH	_____.	_____.
2010	SPV.0060 Special 652. Adjusting Water Curb Stops	3.000 EACH	_____.	_____.
2020	SPV.0075 Special 005. Street Sweeping	40.000 HRS	_____.	_____.
2030	SPV.0090 Special 011. Concrete Curb & Gutter Integral 78-Inch Type A	4,630.000 LF	_____.	_____.
2040	SPV.0090 Special 012. Concrete Curb Pedestrian Modified	110.000 LF	_____.	_____.
2050	SPV.0090 Special 461. Conduit Loop Detector Special	243.000 LF	_____.	_____.
2060	SPV.0090 Special 462. Cable Traffic Signal 20-14 AWG	1,165.000 LF	_____.	_____.
2070	SPV.0090 Special 463. Loop Detector Wire Special	654.000 LF	_____.	_____.
2080	SPV.0090 Special 850. Railing 36-Inch	173.000 LF	_____.	_____.
2090	SPV.0105 Special 002. Concrete Pavement Joint Layout	LS	LUMP SUM	_____.
2100	SPV.0105 Special 013. Survey Project 1517-75-83	LS	LUMP SUM	_____.
2110	SPV.0105 Special 450. Remove Traffic Signal (Oneida St and Midway Rd)	LS	LUMP SUM	_____.
2120	SPV.0105 Special 451. Remove Traffic Signals (Oneida Street & W Valley Rd)	LS	LUMP SUM	_____.
2130	SPV.0105 Special 464. Traffic Signal Contoller And Cabinet Assembly	LS	LUMP SUM	_____.



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2140	SPV.0105 Special 465. Transport & Install State Furnished Microwave Vehicle Detection System	LS	LUMP SUM	_____.
2150	SPV.0120 Special 006. Water For Seeded Areas	93.000 MGAL	_____.	_____.
2160	SPV.0165 Special 007. Concrete Sidewalk 6-Inch HES	1,000.000 SF	_____.	_____.
2170	SPV.0180 Special 003. Modified High Performance Concrete (HPC) Pavement 10-Inch	23,631.000 SY	_____.	_____.
2180	SPV.0180 Special 004. Modified High Performance Concrete (HPC) Pavement HES 10-Inch	640.000 SY	_____.	_____.
2190	SPV.0180 Special 008. Colored Concrete 10-Inch	284.000 SY	_____.	_____.
2200	SPV.0180 Special 009. Colored and Stamped Concrete, 5-Inch, Color 10076	956.000 SY	_____.	_____.
2210	SPV.0180 Special 010. Colored and Stamped Concrete, 5-Inch, Color 33510	36.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE