HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation 06/2017 s.66.0901(7) Wis. Stats

Proposal Number:

COUNTY STATE PROJECT FEDERAL PROJECT DESCRIPTION HIGHWAY

Sheboygan 4996-01-73 WISC 2019172 C Sheboygan, Superior Ave; N Taylor CTH O

Dr To N 29th St

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

Bid Submittal
Date: March 12, 2019
Time (Local Time): 9:00 am

Contract Completion Time
October 15, 2019

Assigned Disadvantaged Business Enterprise Goal 6%

Notice of Award Dated

Attach Proposal Guaranty on back of this PAGE.

Firm Name, Address, City, State, Zip Code

SAMPLE NOT FOR BIDDING PURPOSES

This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date ______

(Signature, Notary Public, State of Wisconsin)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Type of Work:

For Department Use Only

Excavation, grading, base aggregate, concrete pavement, concrete sidewalk, storm and sanitary sewer, street lighting, traffic signals, pavement marking and permanent signing

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 theinternet.
 - 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: https://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 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM 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 ExpressTM on-line bidding exchange at http://www.bidx.com/ after 5:00 PM 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 ExpressTM 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:

 https://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, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours

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

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 - 1. Have a properly executed annual bid bond on file with the department.

- 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 - 1. Download the latest schedule of items reflecting all addenda from the Bid Express TM web site.
 - 2. Use Expedite TM 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.
 - 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:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

Use Expedite TM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express 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 Expedite TM 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 Corpo	rate Seal)		
(Signature and Title)			
(Company Name)	<u> </u>		
(Signature and Title)			
(Company Name)	<u> </u>		
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)	<u> </u>	(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY F	OR PRINCIPAL	NOTARY FO	R SURETY
(Date)	(Dat	te)
State of Wisconsin)	State of Wisconsin)
) ss. County)) ss. _County)
On the above date, this instrumen named person(s).	t was acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary P	ublic, State of Wisconsin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Com	mission Expires)	(Date Commis	sion Expires)

Notary Seal 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

(Date)

Time Period Valid (From/To)
Name of Surety	
Name of Contractor	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the eartment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

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.

Name of Subcontractor	Class of Work	Estimated Value	
			_
			_
			_

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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STSP'S Revised June 28, 2018 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4996-01-73, C Sheboygan, Superior Ave, N Taylor Dr – N 29th St, CTH O, Sheboygan 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, 2019 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 (20180628)

2. Scope of Work.

The work under this contract shall consist of excavation, grading, base aggregate, concrete pavement, asphaltic surface, concrete curb and gutter, sidewalk, storm sewer, sanitary sewer, traffic signals, street lighting, marking, signing and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

Northern Long-eared Bat (Myotis septentrionalis)

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

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

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

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

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Invasive Species and Viral Hemorrhagic Septicemia (VHS)

All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid spread of invasive species.

4. Traffic.

Superior Avenue shall be closed to traffic during construction. Superior Avenue traffic will be detoured from the west at the roundabout at N 40th Street using Wilgus Road to the Kohler Memorial Drive North Frontage Road to N 25th Street and north to Superior Avenue. Access for adjacent residences outside of the work zone shall be maintained at all times.

Taylor Drive shall remain open to one 11-foot lane in each direction at all times. No turning movements at the Superior Avenue intersection are permitted.

Construction will be staged as follows:

STAGE 1 – Construct the median opening to the hospital north of Superior Avenue (Station 109+00 to Station 110+50) and the associated driveway entrance prior to closing Superior Avenue to traffic to maintain access to the hospital internal parking areas. This stage includes relocating the light pole from Station 109+15 to Station 109+27. Traffic shall be maintained on Taylor Drive with one 11-foot lane in each direction at all times.

STAGE 2 – Superior Avenue shall be closed and detour utilized. Through traffic will be maintained on Taylor Drive in the inside median lanes with a minimum 11-foot lane in each direction. No turning movements are permitted. Construction shall occur in the outside Taylor Drive lanes and in the entire Superior Avenue corridor. Graveled access must be maintained at all times to the driveway located at Station 20+ 36, RT except during paving operations.

STAGE 3 – Superior Avenue shall remain closed with the detour utilized. Through traffic on Taylor drive will be shifted to the outside curb lanes with a minimum 11-foot lane in each direction. No turning movements are permitted. Construction shall occur in the inside median lanes and will continue in the entire Superior Avenue corridor. Graveled access must be maintained at all times to the driveway located at Station 20+ 36, RT except during paving operations.

GENERAL

Access shall be maintained throughout construction to the driveway located at Station 10+00, left at all times except during placement of the asphaltic surface at this location. Notify owner a minimum of 3 days prior to closing for the placement of asphaltic surface.

Access shall be maintained throughout construction to the driveways located at Station 20+36, right; Station 23+20, left; Station 24+25, left; and Station 24+50, left. Access may be closed for 10 days. Notify owner a minimum of 3 days prior to closing the driveway.

5. Utilities.

This contact does not come under the provisions of Wisconsin Administrative Code Chapter Trans 220. stp-107-066 (20080501)

There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company. View these documents at the Regional Office during normal working hours. See the general notes on the plans for a list of utility contacts.

Alliant Energy (Electricity) has underground electric facilities under the existing south curb line of Superior Avenue from the west end of the project to N 31st Street. This facility will be discontinued and replaced with a new underground facility behind the back of the proposed sidewalk on the south side of Superior Avenue. A new underground will be placed on the east side of Taylor Drive from north of the project limits, then south to Superior Avenue and then east, behind the proposed sidewalk on the north

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side of Superior Avenue to just west of N 31st Street. Alliant Energy to complete all relocations prior to May 1, 2019. This work will take approximately 3 weeks. Field contact person for this project is Matt Schmitz and can be reached at (920) 238-1137 or through email at matthewschmitz@alliantenergy.com.

AT&T Wisconsin (communication) has underground cables located along the north and south sides of Superior Avenue and along the west and east sides of Taylor Drive. The cables also cross Taylor Drive on both the north and south sides of Superior Avenue. The cables cross Superior Avenue at approximately Station 10+20, Station 17+00, Station 22+80, Station 23+50 and Station 25+10. AT&T potholed several locations and the details are below:

- The cable at approximately Station 17+50, right was potholed and measured top depth at 52".
 The cable is not anticipated to be in conflict.
- AT&T potholed (4) cables from approximately Station 17+00 to Station 22+50, right and left. No conflicts are anticipated, and live cable will be left in place.
- The cable crossing at approximately Station 25+10 was potholed. AT&T excavated to 5' without encountering cables. Using locating methods, the estimated depth is between 7'-0" and 7'-6". The cables are not anticipated to be in conflict.

AT&T has work planned for the following locations:

- Cables will be replaced along north and south sides of Superior Avenue; west and east of Taylor Drive north of Superior Avenue and east of Taylor Drive south of Superior Avenue. All areas of cables crossing Taylor Drive and Superior Avenue as mentioned above will be replaced through a joint bore with Alliant, with the exception of cables crossing at approximately Station 25+10.
- Pedestal at approximately Station 11+60, left will be relocated to approximately Station 10+20, left for cable placement.
- Pedestal at approximately Station 11+50, right will be removed.
- A new pedestal will be placed at approximately Station 100+50, right.
- A new hand hole will be placed at approximately Station 100+50, right.
- The pedestal at approximately Station 17+60, right will be in conflict with the proposed sidewalk.
 AT&T will relocate the pedestal to the northeast.
- A new pedestal to be placed at approximately Station 17+50, left.
- A new pedestal to be placed at approximately Station 23+50, left.
- The pedestal at approximately Station 20+50, right will be in conflict with the proposed sidewalk. AT&T will relocate the pedestal to the northeast.
- AT&T to adjust the hand hole at approximately Station 22+50, right for placement of sidewalk ramp.

Additionally, the storm sewer lateral at approximately Station 24+04 should be under existing facility elevations, use caution when placing. AT&T to complete all relocations prior to May 1, 2019. This work will take approximately 90 days. Field contact person for this project is Dave Ryan and can be reached at (920) 238-5357 or through email at dr3129@att.com.

American Transmission CO, LLC (Electricity) has overhead transmission lines within the Taylor Drive corridor. The pole at Station 102+30, left is in conflict and will be removed and replaced with a new pole at Station 101+91, left. The poles at north and south of this relocation will be replaced at the same location with taller poles to accommodate the increased height required at the intersection to meet clearance requirements with the new traffic signals. American Transmission CO to complete all relocations prior to May 1, 2019. This work will take approximately 10 days. Field contact person for this project is Gregg Stoudt and can be reached at (262) 364-9286 or through email at gstoudt@atcllc.com.

Charter Communications has communication underground and overhead facilities throughout the project area. Overhead facilities are on Alliant poles and will be relocated as necessary with associated

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Alliant relocations. Underground fiber optic crossings are located near Station 13+55, Station 17+00 and Station 22+42 and cross the proposed storm sewer.

Relocations are planned for the following locations:

- The crossing at Station 17+00 will be open cut and from the pole south of the south curb line to the north right-of-way line. The existing fiber will be lowered in place where necessary. A new 2-inch duct in trench will be installed at this same location. A new pedestal will be placed at Station 16+70 38' left. A new 2" duct will be placed from the new pedestal to the existing fiber optic located at Station 17+00.
- The crossing at Station 22+42 will be open cut to expose the fiber optic line and lowered where required to eliminate any conflicts with the storm sewer.

This work will take approximately 20 days to complete. All relocations will be completed prior to May 1, 2019. Contact Tom Harycki at (262) 416-2437 or at tom.harycki@charter.com a minimum of 10 days prior to excavation at these locations and a minimum of 72 hours prior to backfill and compaction over Charter facilities.

City of Sheboygan (sanitary sewer) has sanitary sewer throughout the project length. Sanitary sewer lining and manhole adjustments are included as part of the project. Field contact for the City of Sheboygan is Kevin Jump and can be reached at (920) 459-3367 or kevin.jump@sheboyganwi.gov.

City of Sheboygan (street lighting) has street lighting throughout the project length. Street light replacement is included as part of the project. Field contact for the City of Sheboygan is Kevin Jump and can be reached at (920) 459-3367 or kevin.jump@sheboyganwi.gov.

Sheboygan Water Utility (water) has water main lines under the eastbound lane of Superior Avenue and under the northbound lane of Taylor Drive. Fire hydrants are also located at the following locations:

- SE corner of Superior Avenue and Taylor Drive
- SW corner of Superior Avenue and 31st Street
- SE corner of Superior Avenue and 30th Street
- NE corner of Superior Avenue and 29th Street

The fire hydrant in the SE corner of Superior Avenue and Taylor Drive at approximately Station 12+75, right will be in conflict with the project. Sheboygan Water Utility will remove and relocate the fire hydrant. The relocation will take approximately 1 day to complete. Contact Joe Trueblood at (920) 459-3805 or at joetrueblood@sheboyganwater.org a minimum of 7 days prior to closing the intersection to traffic.

Windstream has fiber optic cable which comes off the Alliant Energy pole on the SW corner of 31st Street and Superior Avenue and crosses the road to the hospital. An exact depth is not known. Windstream also has overhead facilities on Alliant Energy poles the entire project length on the south side of Superior Avenue. The following relocations are planned:

- The portion of the fiber optic cable on Alliant Energy pole at the SW corner of 31st Street and Superior Avenue will be relocated as necessary with the Alliant pole relocations prior to May 1, 2019.
- The buried portion of the fiber optic cable at approximately Station 18+35 will need to be field verified for depth after pavement is removed to determine if there will be a conflict with construction. Contact Windstream a minimum of 2 weeks prior to excavation in this area. A Windstream contractor will observe the construction operations. No conflict anticipated.
- Overhead facilities will be relocated with Alliant Energy poles prior to May 1, 2019.

Field contact person for this project is Dennis Ruess and can be reached at (608) 512-5587 or through email at dennis.ruess@windstream.com

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Wisconsin Public Service (gas) has existing and discontinued facilities along the south side of Superior Avenue.

Relocations and discontinued facilities are planned for the following locations:

- The crossing at Station 10+75 will be discontinued and relocated at Station 10+70 with a 4" polyethylene pipe a minimum of 3-feet deep to avoid subgrade cuts and catch basins.
- A new angled connection will be installed from Station 11+40 (Superior Avenue) right to Station 102+00 (Taylor Drive) left.
- An existing line will be discontinued from Station 11+30 right to Station 25+80 right
- Existing facilities will be discontinued within the Taylor Drive intersection.
- Crossings will be discontinued at Station 20+90, Station 23+40, Station 24+10, Station 24+90 and Station 25+55.
- A new 4" polyethylene pipe will be installed a minimum of 4-foot deep from Station 10+70 left to Station 25+60 and new crossings at Station 21+80 and Station 25+60

Wisconsin Public Service to complete all relocations prior to May 1, 2019. This work will take approximately 15 days. Field contact person for this project is Kevin Kolb and can be reached at (920) 451-3733 or through email at KCKolb@wisconsinpublicservice.com.

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

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

stp-105-001 (20140630)

7. Referenced Construction Specifications.

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

Conform to the referenced construction specifications for the following:

- Sanitary Sewer 8-Inch, Item SPV.0090.03
- Sanitary Sewer Laterals 6-Inch, Item SPV.0090.04

stp-105-002 (20130615)

8. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Jim Thompson at (920) 492-5670. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

9. Notice to Contractor – Coordination with Refuse and Recycling.

Refuse and recycling pick-up services will be maintained throughout construction operations under this contract. Contractor to maintain access for these services. Contact the City of Sheboygan, Department of

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Public Works – Streets and Sanitation Division two weeks prior to the start of construction operations. Contact Jason Blasiola at (920) 459-3447 or Dave Groves at (920) 459-3456.

10. Notice to Contractor – Curb and Gutter Construction.

There may be obstructions including but not limited to, water shut-off valves, light poles, traffic signal poles and utility poles within 3 feet of the back of the proposed curb and gutter. No additional payment will be made for interference with curb and gutter construction.

11. Notice to Contractor – Landscaping.

There are various landscaping items such as rip rap, landscaping stone, bark mulch, landscaping stone, underlying fabric, bushes, shrubs, small trees, flowers, and edging located within the real estate acquisition areas. The property owners have been compensated for these items. In addition, if the property wants to salvage these items they must do so prior to construction. Remove any landscaping remaining in place at the start of construction. Removal of these items shall be incidental to Item 205.0100 Excavation Common.

12. Coordination with Businesses, Property Owners, and Department.

The contractor shall arrange and conduct meetings with the engineer, local officials, business people, St. Nicholas Hospital, and property owners affected by the construction project. The first meeting will be held 14 days prior to the start of work under this contract; two meetings per month will be held thereafter. Coordinate with the City of Sheboygan (Kevin Jump, (920) 459-3367) to arrange for a suitable location for the meetings that provides reasonable accommodation for public involvement. At these meetings discuss the projects schedule of operations, current and upcoming construction staging and traffic patterns, progress of the project, access for business and property owners during construction and any problems associated with vehicular and pedestrian access during construction operations. The contractor shall have the approved detailed traffic control plan available for discussion at the initial coordination meeting.

Weekly progress meetings will be held between the contractor and the department.

13. Catch Basins and Manholes.

Add to standard spec 611 as follows:

Construct catch basins and manholes using only precast or cast in place concrete masonry options. Do not use the brick masonry or concrete brick or block masonry options.

14. Curb Ramp Detectable Warning Field Natural Patina.

Add the following to standard spec 602.02:

Furnish Neenah Foundry R-4984-24B cast iron detectable plate natural finish.

15. Inlet Covers Type H.

Add the following to standard spec 611.2:

Furnish Neenah curb box R-3067-7004 curb box, with lettering "Dump No Waste Drains to Lake", Neenah R-3067 frame and Type L grate.

16. 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.

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Submit to engineer for approval a detailed traffic control plan for maintaining vehicular and pedestrian access according to the requirements of the Traffic special provision. Submit this plan a minimum of ten days prior to the preconstruction conference. This plan shall be approved prior to the initial coordination meeting with businesses and property owners. Clearly identify on the traffic control plan how the pedestrian and vehicular access requirements of the Traffic special provisions will be addressed.

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 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 1,000 feet. Activate the beam when merging into or existing a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs or advisory signs 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 or change in construction operations.

17. Construction Staking.

Add the following to standard spec 650.3.1:

Stake the proposed locations of traffic control and street light items 10 days prior to starting work on those items so that the locations of the proposed facilities can be approved by the engineer.

Any field changes regarding the location of the signal poles, pull boxes, etc. as shown on the plans shall be approved by the engineer. Signal and lighting items placed at locations not previously approved by the engineer which need to be relocated will be done so at the contractor's expense.

18. Electrical Conduit.

Add the following to standard spec 652.2.1:

Use solvent cemented joints. Solvent cement and primer compound for PVC pipe to meet the requirements of ASTM D-2564.

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Add the following to standard spec 652.3.1:

Clean and dry the bell and spigot ends of the pipe prior to the application of the solvent cement with a cloth moistened with methyl-ethyl-ketone. Prime all joints using primer compound prior to applying solvent cement. Using a brush, apply the solvent cement liberally to the spigot a distance equal to the joint depth and lightly apply to the inside of the fitting. Immediately thereafter, the joint shall be made by inserting the conduit into the fitting and pushing it home as far as possible. Rotate joint 30 to 90-degrees to distribute the cement.

19. Pull Boxes.

Add the following to standard spec 653.2:

The pull box covers shall have the following words stamped on the cover:

Cover for traffic signal pull boxes = TRAFFIC SIGNAL

Cover for street light pull boxes = STREET LIGHTING

20. Concrete Bases.

Add the following to standard spec 654.2:

Verify bolt pattern with pole manufacturer prior to installation of bases. Any changes required to match required bolt pattern to be considered incidental.

21. Electric Service Meter Breaker Pedestal.

Add the following to standard spec 656.3.2:

The City of Sheboygan will submit the permit application for the electric service to Alliant Energy. The cost of the service installation by Alliant as well as all energy costs shall be paid for by the City of Sheboygan. The city shall be responsible for all coordination with Alliant Energy for the timely installation of the service lateral. The contractor shall coordinate with the city. Contact Mike Willmas at (920) 459-3444 ten days prior to starting work.

22. Lighting Control Cabinet.

Add the following to standard spec 659.2:

The standard detail drawing "Lighting Control Cabinet 120/240 Volt" has been revised to include modifications to the requirements for the main breaker, utility wiring, and the elimination of the GFCI receptacles. Refer to the construction detail drawings for additional information.

The lighting cabinet shall be painted black. All painting to be done by the manufacturer.

23. Traffic Signals, General.

Work under this item shall consist of furnishing and installing all materials for traffic signals at the following intersections in Sheboygan, WI, according to the plans and the standard specifications and these special provisions.

Superior Avenue and N. Taylor Drive

The contractor shall furnish all materials, which include but are not limited to, the traffic signal cabinet and controller, and traffic signal control equipment as listed in the plans (such as, pedestal bases, traffic signal standards, poles, monotube poles and arms, traffic signal faces, backplates, traffic signal mounting hardware, video detection system, emergency vehicle preemption system, concrete foundations, etc.).

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

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The contractor is responsible for requesting the electrical service installation from Alliant Energy and the City of Sheboygan shall pay the installation costs. The contractor shall coordinate with the City of Sheboygan to verify a contact person and address to be listed in the electrical service application.

The contractor shall stake the proposed locations of traffic signal items 10 days prior to starting work so that the locations of the proposed facilities can be approved by the engineer. Any field changes regarding the location of the signal poles, pull boxes, etc. shall be approved by the engineer.

The contractor shall request an inspection of the underground wiring upon completion of its installation and a full inspection of the completed signal installation prior to, or at the time of, signal start up testing. This request shall be made to the engineer. Provide shop drawings for review and approval by the engineer.

Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor's expense.

24. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete as the plans show and conforming to standard spec 204 and standard spec 501as modified in this special provision.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

C Construction

Fill the abandoned sewer pipe with cellular concrete as the engineer directs. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard as specified in standard spec 109.1.3.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.0291.SAbandoning SewerCY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary. stp-204-050 (20080902)

25. Stamping Colored Concrete, Item 405.1000.01 Herringbone Pattern.

This special provision describes stamping and coloring concrete City of Sheboygan - Butterfield U15 Coral Buff Unimix (Herringbone Pattern) for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
 - For Butterfield U15 Coral Buff Unimix use synthetic pigment as required by the manufacturer at a loading of at least the recommended minimum percent or more by weight of total cementitious material in the mix.

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Replace standard spec 405.2.1.1(3) with the following:

(3) The City of Sheboygan will accept the color based on comparison to color samples available for viewing at the City of Sheboygan's office.

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

- (1) Furnish Butterfield U15 Coral Buff Unimix full-depth colored concrete conforming to standard spec 405.2.1
- (1) Use a herringbone pattern for the Butterfield U15 Coral Buff Unimix color. All stamps will be supplied by the City of Sheboygan. Damage or loss of the stamps shall be paid by the contractor.

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

- (1) Color concrete full-depth conforming to standard spec 405.3.1
- (2) The colored and stamped colored concrete shall be poured in one layer. All colored concrete within a single "area" and shall be poured in no more than two consecutive work days in a single "area".

All textured concrete surfaces under this item shall receive Butterfield RCL Clear Liquid Release. Two applications are required for uniform coverage.

The sealer shall be Butterfield Clear Guard. Two applications are required.

26. Concrete Pavement Joint Layout, Item 415.5110.S.

A Description

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

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer at least 7 calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT415.5110.SConcrete Pavement Joint LayoutLS

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

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

stp-415-020 (20170615)

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27. 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.

stp-644-020 (20150630)

28. Traffic Signal Face 3S 12-Inch, Item 658.0173; Traffic Signal Face 4S 12-Inch, Item 658.0174; Pedestrian Signal Face 16-Inch, Item 658.0416; Pedestrian Push Buttons, Item 658.0500.

Replace standard spec 658.2(2) with the following:

- (2) Furnish materials as follows:
 - Traffic signal heads shall be Eagle Polycarbonate Vehicle Signal (SA), black
 - Pedestrian Signal Heads shall be Eagle Polycarbonate 16-inch Pedestrian Signal with Egg Crate Visor
 - LED 12-inch Traffic Signal Modules (Ball and Arrow) shall be Leotek IL6-P3/P2 Series
 - LED 16-inch Pedestrian Signal Modules shall be Leotek CIL/CD Countdown Indications
 - Pedestrian Push Buttons shall be Polara BDL3-Bulldog III Series Vandal Resistant ADA Push Button.

29. Concrete Bases Type 10, Contractor Supplied Anchor Bolts & Anchor Rod Template, Item SPV.0060.01;

Concrete Bases Type 13, Contractor Supplied Anchor Bolts & Anchor Rod Template, Item SPV.0060.02.

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A Description

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

B Materials

B.1 Concrete Bases

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

Furnish bar steel reinforcement conforming to 505.2.

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

B.2 Anchor Bolts

Provide anchor bolts conforming to AASHTO M 314, grade 55 and Supplementary Specification S1, or ASTM F1554 Grade 55. Threads on bolts shall be formed by rolling.

Hot-dip galvanize the entire length of the anchor rods according to AASHTO M111. Hot-dip the nuts and washers according to AASHTO M232. Use zinc coated nuts manufactured with sufficient allowance to allow nuts to run freely on the threads.

B.3 Anchor Rod Template

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

C Construction

C.1 Concrete Bases Construct concrete bases, including necessary hardware, as specified in standard spec 501 and plan details, and provide the surface finish specified in standard spec 502.3.7.2. Inspect the forming and applicable reinforcement for concrete bases before pouring the concrete. Cure exposed portions of concrete bases as specified for concrete pavement in standard spec 415.3.12 except the contractor may use curing compound conforming to standard spec 501.2.9. Wait at least 7 days before installing poles.

C.2 Anchor Bolts

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

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

C.3 Anchor Rod Templates

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

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

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

D Measurement

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

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E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Concrete Bases Type 10, Contractor Supplied Anchor Bolts and Anchor Rod	EACH
	Template	
SPV.0060.02	Concrete Bases Type 13, Contractor Supplied Anchor Bolts and Anchor Rod	EACH

Template

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

30. Poles Type 10, Item SPV.0060.03; Poles Type 13, Item SPV.0060.04.

A Description

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

B Materials

Type 10 and Type 13 poles shall be manufactured by Valmont Industries of Valley, NE.

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

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

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts. After welding and before zinc coating, clean the exterior surface of each steel pole free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

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

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

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

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

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

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

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

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

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

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

C Construction

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

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

D Measurement

The department will measure Poles Type 10 and 13 as each individual pole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Poles Type 10EACHSPV.0060.04Poles Type 13EACH

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

31. Monotube Arms 25-FT, Item SPV.0060.05; Monotube Arms 40-FT, Item SPV.0060.06.

A Description

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

B Materials

Monotube Arms, 25-FT and 40-FT, shall be manufactured by Valmont Industries of Valley, NE.

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

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

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

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

Furnish monotube arms conforming to the following:

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

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

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

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

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C (Vacant)

D Measurement

The department will measure Monotube Arms (Length) as each individual arm, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.05Monotube Arms 25-FTEACHSPV.0060.06Monotube Arms 40-FTEACH

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

32. Luminaire Arms Steel 15-FT, Item SPV.0060.07.

A Description

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

B Materials

Luminaire Arms Steel 15-FT shall be manufactured by Valmont Industries of Valley, NE.

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

Use category III criteria if mounted on top of a Type 10 pole and category II criteria if mounted on top of a Type 13 pole.

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

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

Furnish luminaire arms conforming to the following:

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

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

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

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

C (Vacant)

D Measurement

The department will measure Luminaire Arms Steel 15-Foot as each individual arm, acceptably completed.

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E Payment

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

ITEM NUMBER DESCRIPTION UNIT
SPV.0060.07 Luminaire Arms Steel 15-FT EACH

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

33. LED Luminaires, Item SPV.0060.08.

A Description

The work under this item consists of providing roadway (cobrahead) style LED luminaires.

B Materials

LED luminaires shall be Philips Gardco Model CA22L-1-3-110LA-NW-UNIV-BRA.

C Construction

Install LED luminaire on mast arm, level and connect to pole wiring.

D Measurement

The department will measure LED Luminaires as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.08 LED Luminaires EACH

Payment is full compensation for furnishing and installing new LED luminaire; and for connecting and installing new LED luminaire on lighting unit.

34. Traffic Signal Controller and Cabinet Fully Actuated 8-Phase, Item SPV.0060.09.

A Description

This specification describes furnishing and installing a fully equipped and operational NEMA TS2 Type 2 traffic signal control cabinet.

B Materials

B.1 General Requirements

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. All work shall conform to the Wisconsin State Electrical Code (WSEC). All work shall conform to standard spec 651, as supplemented or modified in this specification.

Provide cabinets designed for TS2 Type 2 operation. Pre-wire cabinets for a minimum of sixteen phases as specified herein.

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

Install the cabinet on the foundation and terminate all connections. Test for correct operation.

B.2 Definitions

Contractor or vendor – the firm under contract with the city or other entity for furnishing and installing the traffic signal cabinet

Construction contractor – the firm under contract with the city or another entity to construct a roadway facility. The construction contractor may designate a subcontractor, such as an electrical subcontractor, to represent them with regards to the signal cabinet installation.

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City – City of Sheboygan

Manufacturer – the firm that builds or produces the traffic signal equipment other than the cabinet. For example, the "controller manufacturer"

C Construction

C.1 Cabinet

C.1.1 Design

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

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

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

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

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

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

C.1.2 Doors

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

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

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

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

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

Electrically bond the door to the rest of the cabinet with a braided copper grounding conductor. The length of the grounding conductor shall allow the door to swing fully open, without using the stop bar, without stretching or breaking the grounding conductor. The grounding conductor shall not interfere with normal door operation.

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Provide a door switch for the main cabinet door. When the door is opened the switch shall send a signal to the controller sufficient for the controller to log an alarm.

C.1.3 Shelves and Mountings

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

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

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

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

C.1.4 Auxiliary Cabinet Equipment

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

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

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

C.2 Terminals and Facilities

C.2.1 Terminal Facility

The terminal facility panel 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.2.2 Auxiliary Panels

C.2.2.1 Vehicle Detection Interface Panel

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

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

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

C.2.2.2 Intersection Lighting

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

- 1. Control coil
- 2. L1 in
- 3. L2 in
- 4. Neutral in and control coil
- 5. L1 out

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6. L2 out

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

C.2.3 Conductors and Cabling

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

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

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

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

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

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

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

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

C.2.4 Cabinet Switches

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

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

<u>Position</u> <u>Switch Label</u> <u>Function</u>

Upper Stop Time Place stop time on the controller

Center Run Remove the stop time input to the controller

Lower Normal Connects the MMU to the controller stop time input

Locate the following switches behind the police access door:

- a. Signal/Off
- b. Flash/Normal
- c. Hand/ auto
- d. Coiled hand control and cable

The above switches shall function as follows:

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Off: Signals Dark

Signal: Signals On and operating as follows:

Auto Hand

Flash: Signals Flash Signals Flash

Normal: Signals Normal Signals Advance by use of hand control

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

PositionFunction

Up Detector Disabled
Center Detector Enabled
Down Detector Called

C.3 Power Panel

C.3.1 Design

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

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

C.3.2 Bus Bar

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

C.3.3 Circuit Breakers

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

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

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

C.3.4 Radio Interference Suppressor

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

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minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL or a NRTL and Radio Manufacturer's Association.

C.3.5 Bus Relay

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

C.3.6 Surge Protector

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

C.3.7 Power receptacles

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

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

C.3.8 Suppressors and RC Network

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

C.4 Auxiliary Devices

C.4.1 Load Switches

Provide 16 solid state load switches conforming to the requirements of section 6.2 of the NEMA TS2 Standard.

C.4.2 Flashers

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

C.4.3 Flash Transfer Relays

Provide four flash transfer relays conforming to the requirements of section 6.4 of the NEMA TS2 Standard.

C.4.4 Inductive Loop Detector Units

Provide the quantity of inductive loop detector units required by the plans and conforming to the requirements of section 6.5 of the NEMA TS2 Standard for 2-channel, rack mount detector units, type C. Install all required units in one detector rack.

C.4.5 Cabinet Power Supply

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

C.5 Bus Interface Units (BIU)

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

C.6 Malfunction Management Unit (MMU)

Provide one Eberle MMU2-16LE Smart Monitor MMU with Ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard.

The MMU shall be capable of the following:

- Detecting simultaneously active inputs of Green (Walk), Yellow, or Red (Don't Walk) on the same channel.
- Determining if the field signal input states detected as active or inactive by the MMU correspond with the data provided by the Controller Unit.
- Monitoring an optional external watchdog output from a Controller Unit or other external cabinet device.

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- Monitoring an intersection with up to four approaches using the Flashing Yellow Arrow (for protected/permissive left and right turn movements).
- Event logging for the following; AC Line log, Prior/Previous Faults log, and Monitor Reset Log. All log entries shall include a date and time stamp.
- All monitor functions shall be capable of being programmed through the front panel, without the need for computers or special programs cards.
- A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction.

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

C.7 Traffic Signal Controller

The traffic signal controller shall be a Siemens m60 series model EPAC6138M62, compatible with the NEMA TS2 Type 2 specifications.

C.7.1 Firmware

Provide installed in the controller current, fully operational, controller firmware and software sufficient for the controller to perform all functions shown on the plans, sequence of operation plan sheet, specifications, and signal timing plan for the local intersection. Provide all software licenses.

The firmware and software shall be compatible with and able to fully communicate with:

- All phase sequences used by the city, including flashing yellow for both left and right turns.
- Communications, closed loop, and on-street control software designed for use with the provided controller and provided under separate bid items.
- Both the controller and the MMU.
- City PC laptop and desktop computers with Windows XP and Windows 7 operating systems.
- Backwards compatibility with older traffic signal controllers and software produced by the controller manufacturer and installed in city traffic signals since 2000.
- The supplier's multi-level central operation software programs for potential future application.

C.7.2 Features/ Functions

C.7.2.1 General

Provide shelf-mounted controller units.

Provide intersection controller units with up to 16-phase operation plus 16 programmable overlaps regardless of whether or not preemption, coordination, or other special programming is used.

Provide a four-ring, programmable for both single and dual entry concurrent timing, nine-phase frame or equivalent. Provide volume density timing for eight phases and pedestrian timing for all phases. Provide MUTCD flash capability. All controls shall be according to the NEMA TS2 Standard.

All controller timing parameters shall be fully programmable from the front panel keyboard inputs, and memory storage features shall be non-volatile under power-off conditions for at least thirty days. A security code must be entered before any timing parameters can be changed. The locking, non-locking detection mode and per phase recall shall also be accessible on the front panel.

Provide a data key port on the controller to load and store intersection programming.

Internally buffer all logic circuit inputs to withstand transients and noise, such as might result from normal usage, without damage to any mechanism components.

C.7.2.2 Front Panel Display

Provide a display panel on the front panel consisting of a backlit alphanumeric LCD display. The face of the display shall be scratch, chemical, and solvent resistant. The operator shall access the controller through a menu system. By selecting various menu options, real time operational status or stored parameter tables shall be presented to the operator.

Show on the LCD display, in addition to information required elsewhere:

- (a) the status of each signal phase on
- (b) the interval status
- (c) phase termination information

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(d) the presence of vehicular and pedestrian calls for each phase

C.7.2.3 Timing

The passage timer shall time concurrently with the minimum green timer, such that the duration of the minimum green time is directly adjustable and is independent of the passage time setting.

In the dual-ring application, no more than two phases shall be permitted to time concurrently, and no more than one phase per ring. Provide barrier protection against concurrent timing of two conflicting phases; no phases assigned to one side of the barrier shall be permitted to time concurrently, if a conflict will occur. Service calls on a single entry basis. Both rings shall cross the barrier simultaneously according to the following logic:

- (a) Phases timing concurrently shall terminate simultaneously if both have a gap-out due to excessive time between actuations.
- (b) Phases timing concurrently shall terminate simultaneously if both have a maximum timeout.
- (c) Phases timing concurrently shall terminate simultaneously if one has a gap-out and the other has a maximum time-out.
- (d) In the event that one phase has not achieved a gap-out or maximum time-out, the other gapped-out phase shall be permitted to leave the gapped-out condition and retime an extension when an actuation is received.

Controllers shall not accept any operator input or stored timing parameters that would result in intervals shorter than the following:

- yellow clearance 3.0 seconds
- standard minimum walk 4.0 seconds
- preemption minimum walk = 0.0 seconds
- minimum pedestrian clearance 6.0 seconds

At the beginning of each of the above intervals, the controller shall check the previously stored data against these minimums. If an operator attempts to load an incorrect timing parameter the controller unit shall output a unique error code on the front panel display. As an alternate to minimum timing control a coded keyboard entry security feature may be provided.

C.7.2.4 Manual (Police) Control

If manual control is used, actuation of the manual control shall permit manual advance of the Walk, Pedestrian Clearance, and Green interval terminations only. Manual termination of Yellow or All-Red clearance intervals shall not be permitted.

C.7.2.5 Coordination

The controller shall be capable of operation in progressive coordination systems and mutual coordination and shall contain, but not be limited to, the following external inputs, with all functions brought out:

- Vehicle/Pedestrian Detectors (per phase)
- Pedestrian Omit (per phase)
- Phase Omit (per phase)
- Hold (per phase)
- Omit Red Clearance (per ring)
- Internal Maximum Inhibit (per ring)
- Maximum II (per ring)
- Red Rest (per ring)
- Stop Timing (per ring)
- Force-Off (per ring)
- Select Minimum Recall (per controller)
- Manual Control (per controller)
- Semi-Modes (per controller)
- External Start (per controller)

C.7.2.6 Diagnostic Program

Provide a diagnostic program prepared by the manufacturer of the controller unit which will demonstrate the proper operation of all of the inputs, outputs, controls and indicators in the controller, and have visual confirmation on the front panel. The diagnostic program shall be resident in each controller. The controller shall continuously run a diagnostic routine in the background to assure unit integrity.

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C.7.2.7 Message Logging

Provide user programmable, data logging of local events or alarm events including, but not limited to: Conflict Flash, Remote Flash, Local Flash, Controller Voltage Monitor, Detector Failure, On Line and Data Change. The time and date shall be recorded as a part of the message logged. The logging function shall be resident in the controller unit. The logging function shall be viewed from the front panel LCD display. If the logging function cannot be viewed from the front panel LCD display, it shall be performed by supplemental auxiliary equipment supplied with this specification.

C.7.2.8 Closed Loop Operation

The controller shall be able to be used in a closed loop system using twisted pair copper, single mode fiber, multimode fiber, or wireless radio to connect to compatible equipment.

C.7.2.9 RS-232 Interface and Ethernet Port

Provide a RS-232C interface and connector for interconnecting to a conflict monitor, printer, another like controller unit, or a local personal computer, as well as a remote personal computer through an external modem. A modem is not required to be provided with this specification. Include Ethernet communications capability as a standard feature and provide an Ethernet port. Ports shall be on the front panel of the controller.

C.8 Documentation

C.8.1 Cabinet Intersection Wiring Diagrams

For each individual cabinet ordered, within 10 calendar days after receipt of the procurement order, furnish to the city's traffic engineer two sets of 22X34-inch detailed printed cabinet intersection wiring diagrams for information only.

At the time of the cabinet delivery, furnish to the city's traffic engineer two sets of printed 22X34-inch cabinet intersection wiring diagrams per cabinet. Printing the 22X34-inch sheet in smaller sizes is not acceptable. Leave a third drawing in the under-shelf drawer in the signal cabinet. After cabinet acceptance is complete, if any cabinet wiring changes were made, revise the cabinet wiring diagrams, leave one drawing in the under-shelf drawer in the signal cabinet, and furnish to the city's traffic engineer two sets of as-built printed cabinet wiring diagrams per cabinet. If no changes were made from time of cabinet delivery, notify the city's traffic engineer in writing.

C.8.2 MMU and Controller Programming

At the time of cabinet delivery, furnish to the city's traffic engineer two printed copies of the MMU programming and two copies of the signal timing in the traffic signal controller. Leave a third copy in the under-shelf drawer in the signal cabinet. After cabinet acceptance is complete, if any MMU or controller timing changes were made, revise the documents, leave one copy in the under-shelf drawer in the signal cabinet, and furnish to the city's traffic engineer two copies per cabinet. If no changes were made from time of cabinet delivery, notify the city's traffic engineer in writing.

C.8.3 Manuals

At the time of the cabinet delivery, furnish to the city's traffic engineer one set of installation, operations, and maintenance manuals per cabinet including each type of equipment in the cabinet. The manuals shall as a minimum include the following information:

- a) table of contents
- b) operating procedure
- c) step-by-step maintenance and trouble-shooting information for the entire assembly
- d) schematic diagrams
- e) pictorial diagrams of parts locations
- f) itemized parts lists with parts numbers
- g) theory of operation
- h) maintenance checklists

The itemized parts lists shall include the manufacturer's name and parts number for all components (such as IC, diodes, switches, relays, etc.) used. The list shall include cross-references to parts numbers of other manufacturers who make the same replacement parts.

For each of the traffic signal controller and MMU, in addition to the above manual requirements, furnish one reference manual for the processor and components proposed to perform the controller and MMU functions. Include a complete set of schematics for the controller, MMU, and any auxiliary circuit boards either in the reference manual or in a separate volume. In addition, furnish a written narrative describing the controller

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and MMU operation and front panel configuration, and a conceptual flow chart illustrating the control logic for comparison with these specifications. The narrative shall include a discussion of any limitation or exceptions to the performance described in these specifications, and a discussion of any control capabilities provided in addition to that required in these specifications.

C.9 Cabinet Delivery

The construction contractor will provide the traffic signal specifications and plans, including the sequence of operation, to the contractor. The vendor shall determine the required cabinet equipment and assembly requirements from the plans and specifications and provide the city's traffic engineer a list of procurement items. The city's traffic engineer will approve or request resubmittal of the procurement items list prior to the cabinet being built.

Provide the list of procurement items to the city's traffic engineer a minimum of 30 days before the cabinet is scheduled to be installed in the field. The vendor is responsible for coordinating with the project construction contractor to determine the scheduled cabinet installation date. Cabinets shall be completed, delivered, and accepted within 50 calendar days after the city's traffic engineer approves the procurement item list.

If the city makes a modification to any cabinet order before the entire cabinet is completely built in the vendor's shop, the delivery time does not change. If the city accepts a vendor requested cabinet order or other modification at any time, the delivery time does not change. All cabinet modifications will be made without additional cost to the city, except if an additional equipment item is added at the city's request and the additional item is not to remedy any contractor or vendor error.

The contractor shall deliver the fully wired and equipped cabinets to the intersection where the cabinet will be installed, or other site as designated by the city or the project construction contractor. The contractor is responsible for arranging the unloading of the cabinet.

When the city exercises its right to test a cabinet in the city's shop as described in the Acceptance Testing section of this specification, deliver the cabinet to the location specified by the city's traffic engineer. When the testing is complete, pick up the cabinet from the shop within three business days of notification.

The contractor is notified that delivery times and schedules may be changed or delayed at any time for any reason. The contractor may be required to store completed cabinets at their facility for extended periods of time.

C.10 Acceptance Testing

Complete on-site traffic signal acceptance testing in the presence of the city. The acceptance testing will occur after the signal cabinet is fully installed at the project intersection and before the traffic signal is turned on. The construction contractor and the city will determine the time for the acceptance testing. In addition to the cabinet as specified in this specification, add-on accessory items, traffic signal interconnect, system communication, and closed loop system operation are included in the acceptance testing.

Provide an IMSA certified Traffic Signal Bench Technician, Level II or an IMSA certified Traffic Signal Field Technician, Level II with a minimum of three years' experience in construction and operation of traffic signal cabinets similar to the cabinets specified in this specification. Alternatively, provide a technician or electrician with a minimum of three years' experience in construction and operation of traffic signal cabinets similar to the cabinets specified in this specification. The technician or electrician shall be on-site during the entire acceptance testing, and shall be capable and equipped to make in-field revisions / repairs to the signal cabinet and controller to conform to this specification.

Upon successful completion of the acceptance testing as determined by the city, a 30-day conditional acceptance of the signal cabinet will be provided to the contractor. Should the cabinet within the 30-day conditional acceptance period fail to perform in any way as determined by the city, the contractor shall repair the cabinet to bring it into conformance with this specification and the acceptance testing shall be repeated. Repair times shall conform to the warranty service response times in this specification. The acceptance testing shall be repeated. Upon successful completion of the retesting, a new 30-day conditional acceptance period shall begin. After the signal cabinet runs 30 days without failure, the cabinet will be fully accepted by the city. The contractor will be allowed up to two 30-day conditional acceptance periods. If the cabinet fails during the second 30-day period, an entirely new cabinet shall be furnished and installed in the field by the contractor at no cost to the city and a new acceptance testing procedure shall begin. Cabinet replacement times shall conform to the warranty service response times in this specification. The original cabinet becomes the property of the contractor.

The city reserves the right to perform its own tests on the traffic signal cabinet at any time using the city's control equipment. Should an individual traffic signal cabinet be found to not meet the requirements of these

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specifications, the contractor shall pick up the traffic signal cabinet from the city or from the field, perform at their shop repairs / revisions as necessary to bring the traffic signal cabinet into conformance with these specifications, and deliver the repaired / revised traffic signal cabinet back to the designated location, all at no additional cost to the city. The city shall not be responsible for project delays and costs due to delays of the delivery by the vendor or by failure of the Traffic Signal Cabinet to pass acceptance testing

C.11 Certification

Provide a written certification with the cabinet delivery that the equipment meets the requirements of the plans and specifications and will fully run the sequence of operation and the signal timing, including closed loop system operation if applicable. The certification shall be on the contractor's company letterhead, shall be addressed to both the department and the construction contractor, and shall be signed by a company officer authorized to legally obligate the company.

D Measurement

The department will measure Traffic Signal Controller and Cabinet Fully Actuated 8-Phase as each individual unit, acceptably completed.

E Payment

Traffic Signal Controller and Cabinet Fully Actuated 8-Phase, will be paid for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Traffic Signal Controller and Cabinet Fully Actuated 8-PhaseEACH

Payment is full compensation for furnishing and installing a complete traffic signal cabinet, including the signal controller and conflict monitor together with cabinet, all required control units, all necessary wiring, switches, and fittings to assure that the controller will perform the functions required in the plans.

35. Lighting Assembly, Item SPV.0060.10.

A Description

Furnish and install poles and luminaires, install pole wiring and appurtenances for lighting at the locations as shown on the plans, according to the requirements of the plans, the standard specifications, and as hereinafter provided.

B Materials

- (1) Furnish LED street light fixture, Philips Gardco Model CA22L-1-3-110LA-NW-UNIVBRA. This item includes the mounting arm.
- (2) Furnish street light pole, Valmont Model R-290845806T4-D1-313-VIBDPNR.
- (3) Furnish and install the pole wiring, fusing, connections, and circuit tags according to the standard detail drawing Non-Freeway Lighting Unit Pole Wiring.

C Construction

Assemble and install the lighting unit according to the manufacturer's installation instructions. Install the lighting assembly on a concrete base and provide pole wiring and all necessary miscellaneous materials required for a complete operating lighting unit.

D Measurement

The department will measure Lighting Assembly, by each unit, in place, connected for service, and acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.10 Lighting Assembly EACH

Payment is full compensation for furnishing and installing all materials to complete the installation of the lighting assembly. Pole wiring from the fixture to the handhole will be measured and paid for separately.

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36. Storm Sewer Manhole Cover Type J-Special, Item SPV.0060.11.

A Description

Furnish and install storm sewer manhole covers, including frames and lids according to standard spec 611, as shown on the plans and hereinafter provided.

B Materials

Frame and cover shall be Neenah R-1050 vented lid-machined with eight vent holes and one open pick hole

Add to standard spec 611.2.1 with the following:

Adjustment rings shall be either concrete with steel reinforcement in conformance with ASTM C-478, or rubber in conformance with ASTM 0573-88. Use only single rings for adjustment. The minimum allowable adjustment ring thickness is 4-inches for concrete and 2-inches for rubber.

C Construction

Install storm sewer manhole covers according to standard spec 611. Install rubber adjustment rings according to the manufacturer's recommendations.

D Measurement

The department will measure Storm Sewer Manhole Cover Type J-Special, as each individual manhole frame and cover, acceptably installed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.11Storm Sewer Manhole Cover Type J-SpecialEACH

Payment is full compensation for adjustment rings, frame and cover, and other required fittings; for properly installing said frame and cover on each storm sewer manhole including any related cleanup or related work.

37. Sanitary Sewer Manhole Cover Type J-Special, Item SPV.0060.12.

A Description

Furnish and install sanitary sewer manhole covers, including frames and sealed lids according to standard spec 611, as shown on the plans and hereinafter provided.

B Materials

B.1 Frame and Cover

Frame and cover shall be Neenah R-1550; with Type "B" solid lid with self-sealing gasket and concealed pick holes. Lid Part Number is 1050-5200.

C Construction

Conform to standard spec 611.3.3.

D Measurement

The department will measure Sanitary Manhole Cover Type J-Special, as each individual manhole frame and cover, acceptably installed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.12Sanitary Manhole Cover Type J-SpecialEACH

Payment is full compensation for providing all labor and materials, including adjustment rings, frame and cover, and other required fittings; for properly installing said frame and cover on each sanitary manhole including any related cleanup or related work.

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38. Internal Chimney Seal, Item SPV.0060.13.

A Description

This special provision includes the materials and procedures required for the internal sealing of the entire chimney area of all new sanitary manholes, reconstructed manholes and rehabilitated manholes as shown on the plans and hereinafter provided.

B Materials

B.1 Frame Seal

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

(1) Rubber Sleeve and Extension

- The flexible rubber sleeve and extension shall be extruded or molded from a high grade rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum 1500 psi tensile strength, maximum 18% compression set and a hardness (durometer) of 48±5.
- The rubber sleeve shall be double, triple or quadruple pleated with a minimum unexpanded vertical height of 8-inches, 10-inches or 13-inches respectively and a minimum thickness of 3/16-inches. The top and bottom section of the sleeve that compresses against the manhole frame casting and the chimney/cone shall have an integrally formed expansion band recess and a series of sealing fins to facilitate a watertight seal.
- The top section of the extension shall have a minimum thickness of 3/32-inches and shall be shaped to fit into the bottom band recess of the sleeve under the bottom chimney seal band and the remainder of the extension shall have a minimum thickness of 3/16-inches. The bottom section of the extension shall contain an integrally formed expansion band recess and multiple sealing fins matching that of the rubber sleeve.
- Any splice used to fabricate the sleeve and extension shall be hot vulcanized and have a strength such that the sleeve shall withstand a 180 degree bend with no visible separation.

(2) Expansion Bands

- The expansion bands used to compress the sleeve against the manhole shall be integrally formed from 16 gauge stainless steel conforming to the applicable material requirements of ASTM C-923, Type 304, with no welded attachments and shall have a minimum width of 1 ¾-inches.
- The bands shall have a minimum adjustment range of 2 ½ diameter inches and the
 mechanism used to expand the band shall have the capacity to develop the pressures
 necessary to make a watertight seal. The band shall be permanently held in place with a
 positive locking mechanism which secures the band in its expanded position after tightening.

(3) Acceptable Manufacturers:

Cretex Specialty Products

B.2 Equipment

The contractor shall have a manufacturer's recommended expansion tool and all other equipment/tools necessary to prepare the surfaces of the manhole and install the frame seals.

B.3 Cementitious Grout

Cementitious grout shall be premixed, non-metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. When mixed to a mortar or "plastic" consistency, it shall have a minimum 1 day and 28 day compressive strength of 6,000 and 9,000 psi, respectively.

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C Construction

C.1 Field Measurements

The contractor shall measure the manhole to determine the information required on the manufacturer's 'Sizing and Ordering' procedure. This information is needed to obtain the proper size of any extensions.

C.2 Surface Preparation

All sealing surfaces shall be reasonably smooth, clean and free of any form offsets or excessive honeycomb. The top internal portion of the manhole cone shall have a minimum 3-inch high vertical surface. The preparation of this vertical surface when none exists shall be according to the frame seal manufacturer's instructions.

C.3 Installation of Frame Seal

The internal frame seals and extensions shall be installed according to the manufacturer's instructions.

D Measurement

The department will measure Internal Chimney Seal, as each individual chimney seal, acceptably installed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.13 Internal Chimney Seal EACH

Payment is full compensation for all costs for furnishing and installing an internal frame seal and where necessary, an extension(s) shall be included in the unit price bid for sanitary manhole.

39. Lateral Connection Sealing, Item SPV.0060.14.

A Description

This special provision includes the materials and procedures for sealing and testing lateral connections using a specialized chemical grout packer.

B Materials

B.1 Chimney Sealing Materials

The chemical grout shall be of a type which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled, and unopened containers. Contractor shall submit with his bid, the brand name manufacturer of the chemical grout(s) they intend to use. The chemical grout(s) selected by the contractor is subject to approval of the engineer. Grouts shall be Acrylic base gel chemical sealing material-Avanti AV-100 or equal.

B.2 Equipment

The basic equipment shall consist of a closed circuit television system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and lateral connection sealing packers for the various sizes of sewer pipes. The packer shall be cylindrical and have a diameter less than the pipe size and have cables attached at each end to pull it through the line. The same equipment shall be used for both testing and sealing sewer lateral connections. The packer shall contain a lateral sealing inversion tube. This tube should be designed to accommodate two sizes of laterals, 4-inch and 6-inch diameters. The inversion tubes are one length to facilitate sealing of approximately two feet of the lateral.

C Construction

C.1 Cleaning

Light cleaning (one pass) with a jet truck will be completed prior to setup of the lateral packer. If light cleaning is not sufficient for seating a lateral packer and/or accessing lateral connections, the contractor will move to a different line section. Heavy cleaning, root cutting, deposit reaming, etc. will be considered beyond the scope of this project. This type of work will be negotiated separately.

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C.2 Televising

Television inspection is limited to a "Quick Pull". During this inspection the operator notes obstructions, offset joints, debris, the location of lateral connections, and the general condition of each lateral. The "Quick Pull" inspection is videotaped, and only data relating to the lateral sealing report is logged. Also, during this inspection, the contractor determines which laterals can be accessed, and if there is enough clearance for the lateral sealing packer. The contractor makes the final determination on lateral sealing packer clearance.

C.3 Lateral Connection Testing and Sealing Procedures

Laterals are air tested by isolating the area to be tested with the packer and applying positive pressure into the isolated "void" area. A sensing unit is used for continuous monitoring of the "void" pressure. This sensing unit is located within the "void" area and accurately transmits pressure readout to the control panel. The test procedure consists of applying air pressure into each isolated VOID area. To isolate a VOID, the lateral sealing packer is positioned straddling the lateral. The operator inflates the packer ends to isolate the lateral and inserts an inflatable inversion tube. The lateral shall be tested with a gauge pressure of one-half (1/2) p.s.i. per foot of depth of sewer or a minimum of four (4) p.s.i., whichever is larger. The VOID pressure is observed during this test for a minimum of 10 seconds. If the VOID pressure drop is greater than 1 psi in 10 seconds, the lateral is considered to have failed the air test. If no pressure can be built up, the connection will also have failed the test. Any connection failing the test shall be sealed and retested utilizing the same method and procedures until it does pass the test. The cost of retesting lateral connections shall be considered incidental and included in the cost of sealing sanitary sewer lateral connection.

D Measurement

The department will measure Lateral Connection Sealing as each individual seal, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.14Lateral Connection SealingEACH

Payment is full compensation for furnishing all materials, labor, and equipment to complete all work as specified.

40. Adjusting Water Valve Boxes, Item SPV.0060.15.

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 Sheboygan Water Utility and contact Joe Trueblood at (920) 459-3805 to obtain required materials. Materials will be delivered within approximately one day of notifying the Sheboygan Water Utility.

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 extension(s) as needed, and backfill with base aggregate material according to the requirements for the adjacent roadway base course construction and conforming to standard spec 301.

D Measurement

The department will measure Adjusting Water Valve Boxes 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 NUMBERDESCRIPTIONUNITSPV.0060.15Adjusting Water Valve BoxesEACH

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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; and for adding new sections if necessary. (NER12-0206)

41. Manholes 10-FT Diameter, SPV.0060.016.

A Description

All items shall conform to standard spec 611 except the inside diameter shall be 10-foot.

B Materials

Refer to standard spec 611.

C Construction

Conform to standard spec 611.

D Measurement

The department will measure Manholes 10-FT Diameter as each individual manhole, acceptably completed.

E Payment

Supplement standard spec 611 to include the following:

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.16Manholes 10-FT DiameterEACH

Payment is full compensation conforming to standard spec 611.

42. Combined Lighting and Traffic Signal Cabinet Base, Item SPV.0060.17.

A Description

All items shall conform to standard spec 654 except as shown in the construction details.

B Materials

Refer to standard spec 654.

C Construction

Conform to standard spec 654.

D Measurement

The department will measure Combined Lighting and Traffic Signal Cabinet Base as each individual cabinet base, acceptably completed.

E Payment

Supplement standard spec 654 to include the following.

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.17
 Combined Lighting and Traffic Signal Cabinet Base
 EACH

Payment is full compensation conforming to standard spec 654.

43. Salvage and Re-Install Bus Shelter, Item SPV.0060.18.

A Description

This special provision describes salvaging and reinstalling the existing bus shelter located at approximately Station 20+00, left and relocating onto the new concrete bus shelter pad located at

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approximately Station 19+25, left to Station 19+43, left, according to the plans and as hereinafter provided.

B Materials

Salvage existing materials. If any materials are damaged by the contractor's actions replace with equivalent new materials to the satisfaction of the engineer.

C Construction

Carefully remove the existing bus shelter at approximately Station 20+00, left. Store assembly where it will not be damaged. Re-erect the bus shelter onto the new concrete bus shelter pad at approximately Station 19+25, left to Station 19+43, left. If required by the engineer, embed the shelter supports in concrete. Repair any damage to the bus shelter during moving or storage.

D Measurement

The department will measure Salvage and Re-Install Bus Shelter by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.18Salvage and Re-Install Bus ShelterEACH

Payment is full compensation for furnishing all work required including removing, storing, moving, and reerecting the bus shelter, and repairing any damage to the bus shelter.

44. Televising Storm Sewer, Item SPV.0090.01.

A Description

Inspect and document all storm sewer trunk-lines, inlet leads, and manholes installed under this contract with closed circuit television as shown on the plans and hereinafter provided.

B Materials

B.1 Video Recording

The entire inspection must be recorded on a DVD, capable of being viewed on a DVD player or Windows® media player.

B.2 Closed Circuit Television Camera

Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and include the following features:

- A. Pan and Tilt Radial View Color Sewer TV Camera
- B. 360-Degree Radial x 300 Degree Pan and Tilt Viewing Field
- C. Multi-Conductor
- D. Remote Adjustable Optical Focus, Remote Light Compensating Iris
- E. Automatic White Balance Circuitry, NTSC Color
- F. Lo Light, 3 Lux Camera

The pan and tilt view camera to be specifically designed to provide a close-up view of sewer pipe walls and lateral entrances through the use of a low light sensitive camera, movable camera head and directional lighting. Unit to be color, and designed for operation through up to 2,000-feet of multiconductor cable in sanitary and storm sewers. Chassis construction to be 100% solid state circuitry designed to withstand shocks and vibration normally sustained while being pulled through a pipe. The image pick-up device to be low light sensitive, 3 Lux, solid-state camera incorporating the latest high resolution closed circuit television technology. Operating climatic ranges of the camera is to be -10°C to +30°C, and up to 100% relative humidity.

The remote reading footage counter is to be accurate to 1% over the length of the particular section being inspected and mounted over the television monitor.

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B.3 Cleaning Equipment

Sewer cleaning equipment shall consist of a jet cleaner with a vacuum/air transport debris removal system.

The water pump system on the cleaning vehicle must have the ability to pump between 50 to 65-gallons per minute at a pressure of 1,200 to 1,500 pounds per square inch. Units with pumps smaller than this will not be acceptable.

C Construction

C.1 Sewer Flow Control

When sewer depth of flow at the upstream manhole of the manhole section being worked is above the maximum allowable for television inspection, joint testing and/or sealing; reduce flow to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow, as specified.

Depth of flow shall not exceed that shown below for the respective pipe sizes, as measured in the manhole when performing television inspection.

(1) Maximum Depth of FlowTelevision Inspection(2) 6 to 10-inch Pipe20% of Pipe Diameter(3) 12 to 24-inch Pipe25% of Pipe Diameter(4) 27-inch and Larger pipe30% of Pipe Diameter

Plugging or Blocking: Insert a sewer line plug into the line upstream of the section being worked. The plug is to be designed so that all or any portion of the sewage can be released. During television inspection, testing and sealing operations, reduce flow to be within the limits specified above. After the work has been completed, restore flow to normal.

Pumping and Bypassing: When pumping and bypassing is required, supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system is to be of sufficient capacity to handle existing flow, plus additional flow that may occur during a rainstorm. Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, equip engines in a manner to keep noise to a minimum.

Flow Control Precautions: When flow in a sewer line is plugged, blocked or bypassed, take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging. Precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being serviced by the sewers involved.

C.2 Preparation/Coordination

Dispose of any and all debris removed from the sewers during the cleaning process in compliance with all federal, state and local requirements. Pay any and all fees associated with the proper disposal of these materials. The City of Sheboygan will not have a disposal site available.

C.3 Television Inspection

Move camera through the line in either direction at a uniform rate, but no greater than 30-feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. Use manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions, when moving the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, reset the equipment in a manner so the inspection can be performed from the opposite manhole.

In the event the section being televised has substantial flow entering the sewer between manholes, such that inspection of the sewer is impaired, coordinate with the owner of source of flow to have such flow temporarily stopped and/or reschedule television inspection of the particular section to a time when such flow is reduced to permit proceeding with the television inspection.

When sewer line depth of flow at the upstream manhole of the section being televised is above the maximum allowable for television inspection, reduce the flow to permit proceeding with the television inspection.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, use radios or other suitable means of communication set up between the two manholes

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of the section being inspected to ensure that adequate communications exist between members of the crews.

Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape or other suitable device. Begin footage measurements at the sewer line point of penetration of the upstream manhole, unless specific permission is given to do otherwise. Show footage on the video data view at all times.

C.4 Documentation of Television Results

Document television inspections through the use of an in-vehicle computer system; system to be IBM compatible on a CD or DVD. All defects and general information on the pipe being viewed along with an index for retrieving the information must be supplied to the City of Sheboygan as part of the report.

Television inspection logs to be typed or computer printed, and be acceptable to the engineer. Printed location reports shall clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, record other data of significance, including the location of buildings and house service connections, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion, and other discernible features. Include a voice recording on the DVD that makes brief and informative comments on the sewer conditions.

The measurement of distance to defects is critical in confirming the location of areas to be excavated.

Make color DVD recordings of the data on the television monitor. Provide two copies of each DVD; one for the City of Sheboygan, and one for the engineer.

Speed of recording playback to be the same speed that it was recorded. Establish tabs for the start of each sewer segment. Title to the DVD will remain with the City of Sheboygan. All DVD's and necessary playback equipment to be readily accessible for review by the engineer during the televising process.

Include the following information on the DVD's and computer logs:

A. DVD View:

- (1) Report number
- (2) Date of Television inspection
- (3) Upstream and downstream manhole numbers
- (4) Current distance along reach
- (5) Printed labels on the container and DVD, with location information, date, format information and other descriptive information

B. DVD Audio:

- (1) Date and time of television inspection, operator name and name of adjacent street
- (2) Verbal confirmation of upstream and downstream manhole numbers and TB direction in relation to direction of flow
- (3) Verbal description of pipe size, type and pipe joint length
- (4) Verbal description and location of each service connection and pipe defect
- (5) Type of weather during inspection

C. Computerized logs:

- (1) Location of each point of leakage
- (2) Location of each service connection
- (3) Location of any damaged sections, nature of damage and location with respect to pipe axis
- (4) Deflection in alignment or grade of pipe
- (5) Record of repairs and quantity of sealing material used (if applicable)
- (6) Date, time, municipality, street, basin, manhole section, reference manhole number, name of operator, inspector and weather conditions
- (7) Pipe diameter, pipe material, section length and corresponding DVD identification

C.5 Cleaning Requirements

Remove all debris and sediment to assure that the storm sewer can perform as designed.

C.6 Manhole Inspection Reports

Provide digital photographs of each manhole including:

- (1) Casting/frame at ground surface
- (2) Bench

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- (3) General inside
- (4) Observed leaks or structural failures
- (5) Provide copies of digital photos printed out with all photographs of each structure on one each 8 1/3" x 11" sheet
- (6) Provide a computer CD with all pictures indexed by a structure identification number, which is the same as the structure identification number included in the televising reports.

D Measurement

The department will measure Televising Storm Sewer by the linear foot, acceptably completed. Measure along the centerline of the pipe, from the pipe end at a free outlet to the center of the end catch basin, inlet, manhole, junction or other drainage structure; or from center to center of end catch basins, manholes, inlets, other drainage structures or junctions. The department will not make deductions from these measure lengths for intermediate catch basins, manholes, inlets, or other drainage structures, junctions or fittings.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01Televising Storm SewerLF

Payment is full compensation for providing all labor and materials necessary to properly perform the work described under this section for the storm sewer pipes installed under this project.

45. Sanitary Sewer Cured-In-Place Liner, Item SPV.0090.02.

A Description

This special provision describes the installation of a cured-in-place pipe liner as part of the rehabilitation of the existing sanitary sewer as shown on the plans and as hereinafter provided.

B Materials

B.1 Cured-in-Place Liner

B.1.1 Resin

- (1) Polyester resin for general chemical applications:
 - a. Up to 5% by mass thixotropic agent which will not interfere with visual inspection may be added for viscosity control.
 - b. Resins bay contain pigments, dyes or colorants which will not interfere with visual inspection of cured liner.

B.1.2 Reinforcing Material

- (1) Non-Woven, needle interlocked polyester felt formed into sheets of required thickness.
 - a. Felt tubes may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick.
 - b. Mechanical strengthener membrane or strips may be sandwiched in between layers where required to control longitudinal stretching.
 - c. Liners shall have a bonded internal polyurethane membrane, which must be left on the internal surface of liner after curing.
 - d. Minimum thickness of bonded polyurethane membrane and inner liner, if used shall be 0.3 mm, +5%, and shall not affect structural dimension requirements of cured liner.

B.1.3 Felt Content

- (1) Content shall ensure cured thickness of liner as specified.
- (2) Thickness of cured liner to be as specified (+10%-4%) and shall not include thickness of polyurethane inner liner.

B.1.4 Resin Content

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(1) 10 to 15% by volume greater than volume of felt in liner bag.

B.1.5 Cured liner shall conform to minimal structure standards listed:

	<u>Standard</u>	<u>Value</u>
Tensile Strength	ASMT D638	3,000 psi
Flexural Modulus of Elasticity	ASTM D790	250,000 psi
Flexural Strength	ASTM D790	4,500 psi

B.1.6 liner Pipe Thickness Design Criteria

- (1) Minimum depth of cover over sewer will be 10.0 feet
- (2) Ground water height will be on-half of soil cover
- (3) Ovality will be 2.0%
- (4) Partially deteriorated pipe
- (5) Unit weight of soil is 120 pcf
- (6) Safety factor of 2
- (7) All liners must meet a minimum thickness of 6 mm
- (8) Contractor must submit design data and cured-in-place pipe liner thickness for each run of pipe from manhole to manhole to the engineer. This information shall be submitted with the bid so it can be reviewed all at once by the engineer before the contract is awarded.
- **B.1.7** Fabricate liner to size that when installed will fit internal circumference of pipe. Allowance shall be made for circumference stretching during insertion.
- B.1.8 meet requirements of ASTM F-1216.

B.2 Submittals

B.2.1 Product Data

- (1) Manufacturer's product literature, application and installation requirements for materials used in liner.
- (2) Manufacturer's product certification for materials used in liner.

B.2.2 Contractor

- (1) List completed projects, including location and contact (minimum 100,000 linear feet.
- (2) Proposed plan for bypassing sewage during liner installation.

B.2.3 Post Lining Submittals

- (1) Testing results per section C.5.4.
- (2) CCTV tapes and reports (pre and post lining) per section C.5.5.

B.3 Quality Assurance

B.3.1 Corrosion

Fabricate finished liner from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage.

B.3.2 Manhole Connections

All manhole connections shall be water tight.

B.3.3 Testing

Test finished pipe liner according to section 3.05.D.

C Construction

C.1 Examination

Examine tapes of condition of pipe interior before starting work.

C.2 Preparation

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- (1) Prior to liner installations sufficiently remove protruding taps, mineral deposits, roots and other debris from sewer line to the industry standard of 95% of the pipe diameter.
- (2) if offset joints or collapsed pipe sections are present that will prevent insertion of the liner notify the engineer immediately. Repairs for these conditions are not part of the scope of this project and will be completed only after the engineer issues written authorization.

(3) Sewage Bypassing

- a. Provide for flow of sewage around sections of pipe to be lined.
 - 1. Pump or bypass lines shall be of adequate size and capacity to handle flow.
 - 2. Coordinate bypassing operations with owner.

C.3 Installation

C.3.1 Preparation of Liner

- (1) Resin Impregnation
 - a. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum impregnated prior to installation. Installer shall allow engineer to inspect materials and "wet out" procedure.
 - Resin and catalyst system compatible with requirements of this method shall be used.
 Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness required.
 - c. Transport resin impregnated liner to site immediately prior to inversion in suitable light-proof container with temperature maintained below 40 degrees Fahrenheit.

(2) Insertion of Liner

 Insert liner through an existing manhole by means of an inversion process. Lubricant may be used.

(3) Curing Liner

- a. After inversion is complete, apply heat source and recirculation equipment. Equipment shall be capable of uniformly raising the temperature of the liner above the temperature required to effect cure of resin.
- b. Provide suitable monitors to gauge temperature of incoming and outgoing heating source. Place second gauge between impregnated liner and pipe invert at remote manhole to determine temperatures during cure. Temperature in line during cure period shall be as recommended by resin manufacturer.
- c. Initial cure shall be complete when inspection of exposed portions of liner to be hard and sound and remote temperature sensor indicates that temperature is of magnitude to realize an exotherm.
- d. Cool hardened liner to temperature below 100 degrees F before relieving pressure in the liner.

C.4 Connections

C.4.1 Service Connections

(1) Locations

a. Determine service connection locations from television inspection video tapes.

(2) Reinstatements

- Reinstate and reconnect service connections unless service connection is deemed to be inactive.
- b. Reconnect services without excavation by television camera and cutting device that re-establishes services for minimum of 95% of the flow capacity.
- c. Sanitary services shall not be out of service for more than 24 hours during lining process.

C.4.2 Manhole Connections

- (1) Reconstruct benches and channels in manholes with grout to match new invert elevations.
- (2) At the connection to the manhole, provide a watertight seal between the host pipe and liner pipe.

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C.5 Field Quality Control

C.5.1 Finished Liner

- (1) Liner shall be continuous over entire length of insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminations.
- (2) During curing process, gauge water tightness under positive head.
- (3) Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.

C.5.2 Liner Thickness

Cured liner shall be accurately measured and shall not be more than 5% less than thickness specified.

C.5.3 Felt and Resin Content of Liner

- (1) Visually inspect liner to ensure number of layers of felt conforms to specified number of layers and thickness.
- (2) Calculate resin to felt ration by weight.
- (3) Ration shall fall in range 1.0:1 to 1.15:1

C.5.4 Testing

- (1) Flexural Strength and Modulus of Elasticity:
 - a. Testing shall be completed by a 3rd party according to ASTM D790
 - b. Specimens tested shall be actual thickness of fabricated liner.
 - c. Do not machine specimen on surface.
 - d. Make test with smooth (inner) face in compression using 5 specimens.

C.5.5 CCTV Examination

- (1) Televise interior of pipe after completion of work and provide tape to owner.
- (2) Use pan and tile color 3 lux camera to view the sewer service lateral connections.

C.6 Cleaning and Restoration

At completion of work, remove rubbish, debris, dirt, equipment and excess material from site. Clean and restore adjacent surfaces soiled by and during course of work.

D Measurement

The department will measure Sanitary Sewer Cured-In–Place Liner by the linear foot, acceptably completed. Measurements will be taken along the centerline of the pipe. The distance through the sanitary manholes will be excluded from the measurement.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Sanitary Sewer Cured-In-Place LinerLF

Payment is full compensation for site preparation, cleaning of existing sanitary sewers to condition necessary for proper installation of product, pre-installation televising, determining if existing service connections are active or inactive, placement of lining material within sanitary sewer, flow control, including bypass pumping, if required, reinstatement and reconnect ion of active service connections, sewer testing and internal inspections of installation, cleanup, and other appurtenant and incidental work. The televising of the sanitary sewer to determine installed conditions will be measured and paid for separately.

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46. Sanitary Sewer 8-Inch, Item SPV.0090.03; Sanitary Sewer Laterals 6-Inch, Item SPV.0090.04.

A Description

Furnish and install sanitary sewer main and laterals according to the requirements of the Standard Specifications for Sewer & Water Construction in Wisconsin (latest edition), as shown on the plans, and hereinafter provided.

B Materials

B.1 General

Sanitary sewers shall be polyvinyl chloride pipe conforming to the requirements of ASTM D3034, SDR-35 with elastomeric gasket type joints.

Wyes for laterals shall be in-line wyes. Saddles or similar will not be allowed.

Pipe bedding material shall consist of ¾-inch crushed stone chips conforming to Section 8.43.2(a)2 of "Standard Specifications for Sewer and Water". Backfill material shall conform to standard spec 209.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the engineer and City of Sheboygan product literature and catalog cuts of the materials being supplied.

Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

C Construction

C.1 Applicable Specifications

Perform all sanitary sewer system construction in conformance to the Standard Specifications for Sewer & Water Testing in the State of Wisconsin (latest edition),

C.2 Sanitary Sewer Mainline Testing

The unit price for sanitary sewer pipe shall also include alignment, grade, deflection, and deformation testing; water filtration and water exfiltration testing, low pressure air tests and mandrel tests. Closed circuit television testing is also required and will be measured and paid for separately

C.3 Maintenance Sanitary Sewer Service

Provide adequate equipment and facilities to provide bypass pumping for all elements of work requiring interruption to flow in the sanitary sewer. The contractor is responsible for damages to private or public property due to sewer backup while controlling sewage flow.

C.4 Determination of Active Sanitary Laterals

Dye test and *I* or provide the necessary inspections to determine which laterals are active and to be reconnected and relayed. city staff will be available to assist the contractor in making this determination. Existing connections as shown on the plan are indicated from a previous television report and could possibly be either active or inactive.

C.5 Cleaning

The contractor is responsible to see that sanitary sewer lines are free at all times of dirt, gravel, and debris resulting from construction operations. The City of Sheboygan will notify the contractor of any debris identified, and if the contractor fails to properly clean out the debris, the city will charge the contractor for cleaning any of the manholes and sewer lines on this project during construction and until final acceptance of the improvements. Upon completion of the work, ensure that any debris in the manholes or pipe deposited as a result of this project has been removed prior to leaving the construction site.

D Measurement

The department will measure Sanitary Sewer (size) and Sanitary Sewer Lateral (size) by the linear foot approved by the engineer, and acceptably completed.

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E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Sanitary Sewer 8-Inch	LF
SPV.0090.04	Sanitary Lateral 6-Inch	LF

Payment is full compensation for couplings, vertical risers, vertical and horizontal bends, and other required fittings to properly connect the new lateral to the existing lateral according to the specifications; for furnishing all dye testing or inspection required to identify active laterals; for furnishing all excavation, except for rock excavation; for forming foundation; for replacing unstable foundation materials; for sheeting, shoring and dewatering; for laying pipe; for making connections to new or existing pipe or fixtures; for backfilling and compacting; for providing and compacting stone bedding material and granular backfill; for providing flow control and temporary pumping; for testing; for cleaning out pipes and manholes and for restoring the site of the work.

47. Televising Sanitary Sewer, Item SPV.0090.05.

A Description

Inspect and document all sanitary sewer pipes with closed circuit television as shown on the plans and hereinafter provided.

B Materials

The camera, television monitor, and other components of the video system shall be capable of producing a quality color picture. The television camera used for the inspection shall be one specifically designed and constructed for such inspection and shall be capable of radial view for inspection of the entire pipe, including lateral connections. The camera shall be mounted on adjustable skids, or self-propelled, and positioned in the center of the pipe. Lighting of the camera shall be supplied by a lamp on the camera and shall be capable of lighting the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions and shall have a minimum of 650 lines of resolution. The view seen on by the televising camera shall be transmitted to a monitor of not less than 17 inches.

C Construction

C.1 Procedures

The intent of closed circuit televising inspection (CCTI) is to observe and record the conditions of the sewer sections being inspected. The location of the laterals will also be documented on the report.

A minimum of one pass with a jet shall be made prior to televising

The television camera shall be moved through a sewer at a uniform rate, stopping when necessary to ensure properly documentation of the sewer. The television camera shall not be pulled at a speed greater than 30 feet per minute.

During the inspection operation, if the television camera will not pass through the entire sewer section, reset equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, excavate and repair or replace the defective section. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.

If the camera becomes submerged due to a sag in the pipe, a high velocity jet will be utilized to pull water away from the camera lens. If the engineer deems that the sag is not acceptable, excavate and repair or replace the defective section of pipe. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.

If the camera becomes trapped within the sewer, it is the responsibility of the contractor to remove the camera. All costs for removal, including possible excavation and restoration are the responsibility of the contractor.

C.2 Inspection Logs

The logs shall be computer printed. One copy in a PDF format shall be supplied to the city. Television inspection logs must include the following:

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- A. Date, time, city, street, basin, sewer section, reference manhole number, name of operator, inspector and weather conditions.
- B. Pipe diameter, pipe material, section length, depth of pipe, length between joints, and corresponding video recording identification.
- C. Location of each point of leakage and estimate of flow.
- D. Location of each service connection.
- E. Location of any damaged sections, nature of damage, and location with respect to pipe axis (such as mineral deposits, cracked pipe, sags, etc.)

C.3 Recordings

The purpose of video recording is to supply a visual record and audio record of the condition of sewers. Recording playback shall be done at the same speed that it was recorded. Upon final payment of the work, all video recording shall become the property of the City of Sheboygan and shall be in a digital format. A complete video and audio recording shall be made of each line televised. Recordings and packages shall labeled with location information and inspection date. Television inspection reports shall include the following:

- (1) Visual (On screen in corner):
 - a. Report number
 - b. Date of television inspection
 - c. Sewer section and number
 - d. Current distance along reach (Tape counter footage)

(2) Audio:

- a. Date and time of televisions inspection, operator name, name of overlaying or adjacent street, and manhole numbers.
- Verbal confirmation of sewer section and televising direction in relation to the direction of flow.
- c. Verbal description of pipe size, type and pipe joint length.
- d. Verbal description and location of each service connection and pipe defect.
- e. Type of weather during inspection.

D Measurement

The department will measure Televising Sanitary Sewer by the linear foot, acceptably completed. The measurement equals the distance along the centerline of the pipe, from sanitary manhole to manhole or to the end of the existing sanitary sewer pipe. No deductions from those measure lengths will be made for intermediate fittings. No deductions will be made for sanitary manholes.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.05Televising Sanitary SewerLF

Payment is full compensation for providing all labor and materials necessary to properly perform the work described under this section for the sanitary sewer pipes lined and installed under this project.

48. Concrete Curb and Gutter Type A 26-Inch, Item SPV.0090.06; Concrete Curb and Gutter Type A 32-Inch, Item SPV.0090.07; Concrete Curb and Gutter Type D 26-Inch, Item SPV.0090.08; Concrete Curb and Gutter Type A 20-Inch, Item SPV.0090.09.

A Description

This work shall be completed according to the requirements of standard spec 601 and according to the details as shown on the plan and as directed by the engineer in the field.

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B Materials

Refer to standard spec 601.

C Construction

Conform to standard spec 601.

D Measurement

The department will measure Concrete Curb and Gutter Type A (size) and Concrete Curb and Gutter Type D 26-Inch in length by the linear foot, acceptably completed.

E Payment

Supplement standard spec 601 to include the following.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Concrete Curb and Gutter Type A 26-Inch	LF
SPV.0090.07	Concrete Curb and Gutter Type A 32-Inch	LF
SPV.0090.08	Concrete Curb and Gutter Type D 26-Inch	LF
SPV.0090.09	Concrete Curb and Gutter Type A 20-Inch	LF

Payment is full compensation conforming to standard spec 601.

Storm Sewer Pipe PVC 6-Inch, Item SPV.0090.10; Storm Sewer Pipe PVC 8-Inch, Item SPV.0090.11.

A Description

This work shall consist of furnishing and installing storm sewer according to standard spec 608, as shown on the plans and as follow:

B Materials

Supplement standard spec 608.2 as follows:

B.1 Polyvinyl Chloride 9PVC) Pipe SDR 35and Fittings

Polyvinyl Chloride (PVC) Pipe SDR 35 and Fittings:

- (1) Pipe and fittings furnished shall meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings, as set forth in ASTM Designation D-3034 and subsequent revisions thereof.
- (2) The dimensions of the pipe shall be according to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arcs spanning no more than 15 degrees of the perimeter shall be not less than 90% of the specified minimum.
- (3) Each length of pipe and each fitting shall be marked as follows:
 - a. Manufacturer's name or trademark
 - b. Nominal pipe size
 - c. PVC cell classification, e.g., 12454-B
 - d. Legend Type PSM PVC Sewer Pipe
 - e. ASTM Designation D-3034
- (4) Pipe fittings shall be according to all manufacturer's recommendations
- (5) All pipe and fittings shall be by one (1) manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212
- (6) Flexible couplings shall be manufactured from flexible polyvinyl chloride (PVC) intended for water-tight joints and shall be 3/8-inch thick with multiple sealing ribs. Each coupling shall consist of 2 Series 300 (18-8) all stainless steel, extra strength (0.040 thick) T-bolt clamps with multiple take up points. The flexible coupling shall conform to the applicable parts of ASTM C433, C425, C564, D1869 and C1173. The flexible couplings shall be manufactured to connect the PVC replacement pipe with pipes of different materials.

C Construction

Conform to standard spec 608.3.

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D Measurement

The department will measure Storm Sewer Pipe PVC (size) by the linear foot according to standard spec 608.4.

E Payment

Supplement standard spec 608.5 to include the following:

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.10Storm Sewer Pipe PVC 6-InchLFSPV.0090.11Storm Sewer Pipe PVC 8-InchLF

Payment is full compensation conforming to standard spec 608.5.

50. Emergency Vehicle Preemption and Priority Control System, Intersection of Superior Ave & Taylor Dr, Item SPV.0105.01.

A Description

This work shall consist of furnishing and installing an Emergency Vehicle Preemption (EVP) System at a single intersection, as shown on the plans and as hereinafter provided.

B Materials

The Emergency Vehicle Preemption System shall include Opticom discriminator Model 464, Model 711 detectors, and Model 138 detector cable. This equipment shall be furnished and installed by the contractor and compatible with the city's existing signal system.

C Construction

Detectors shall be mounted on the mast arms and signal poles as shown on the Plans.

The traffic signal mast arms and poles shall be drilled, and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the city traffic engineer.

In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation.

Unless otherwise directed by the city, the detector shield tube shall be installed with the drain hole at the bottom.

There shall be NO detector cable splices from the detector assembly to the controller terminations.

The EVP detector cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. The contractor will perform all terminations inside the cabinet.

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

D Measurement

The department will measure Emergency Vehicle Preemption System and Priority Control System (location) as a single lump sum unit of work in place per intersection, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0105.01 Emergency Vehicle Pre-emption and Priority Control System, Intersection of Superior Ave & Taylor Dr

LS

Payment is full compensation for furnishing and installing all equipment, cabling, necessary additional items, testing and setting up the system.

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51. Remove Traffic Signals, Intersection of Superior Ave & Taylor Dr, Item SPV.0105.02.

A Description

This special provision describes the removing of all above- and under-ground existing traffic signal equipment and two light poles at the signalized project intersection.

This item includes removing, transporting, delivering, and/or legally disposing of traffic signal hardware, conductors, wire, concrete bases, pull boxes, etc. Contact Mike Willmas, (920) 459-3444, for disposition of poles, arms, heads, cabinet and controller, EVP equipment, video cameras, pull box rims and lids, and other signal hardware. Dispose of all conductors and wire. Dispose of all concrete bases. Remove conduit that interferes with new equipment or presents a hazard.

This item also includes removal and restoration of sidewalk, curb and gutter, landscaping, and any other disturbed finishes or materials required to remove the existing signal equipment.

This item also includes any necessary modifications to the existing street lighting wiring required to power the remaining median street lights after removing the lights called out in the plans. Street lights south of the intersection shall be powered from the new lighting cabinet at this intersection. Street lights north of the intersection shall stay on their existing circuit.

B (Vacant)

C Construction

Arrange for the removal of the traffic signal equipment after receiving approval from the engineer that the existing equipment can be removed.

All work shall be according to the latest standard specifications, City of Sheboygan Standards, and the plans.

D Measurement

The department will measure Remove Traffic Signals, (Intersection) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

The measured quantity will be paid at the contract unit price under the following bid items:

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0105.02
 Remove Traffic Signals, Intersection of Superior Ave & Taylor Dr
 LS

Payment is full compensation for removing and disassembling traffic signals and street lighting, scrapping of some materials, disposing of scrap material, revising the existing street lighting wiring, and for delivering materials to the city.

52. Vehicle Video Detection System 4-Camera, Intersection of Superior Ave & Taylor Dr, Item SPV.0105.03.

A Description

This specification describes furnishing and installing a system that detects vehicles on a roadway using only video images of vehicle traffic. This item includes all materials and labor necessary to install a completely functional vehicle detection system including but not limited to cameras, processors, video monitor, mounting hardware, power cable, and coaxial cable.

B Materials

B.1 General Requirements for System Hardware

The video detection system (VDS) shall consist of up to four video cameras, a video detection processor (VDP) capable of processing from one to four video sources, either wired or wireless, wireless video transmission receiver, receiver antenna and a pointing device.

The video detection system shall be Iteris Edge2.

B.2 General Requirements for System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on board video menu and a pointing device to place the zones on a

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video image. Up to 24 detection zones per camera view shall be available. A separate computer shall not be required to program the detection zones.

C Construction

C.1 Functional Capabilities

C.1.1 System Configuration

The VDS will be deployed at locations where site conditions and roadway geometry vary. The VDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and VDS usage.

The proposed VDS shall be available in various configurations to allow maximum deployment flexibility. Each configuration shall have identical user interface for system setup and configuration. The communications protocol to each configuration shall be identical and shall be hardware platform independent. The proposed VDS shall have multiple configurations available for deployment.

Description	No. Video Inputs	No. Video Outputs	Mounting Configuration	Power Supply Requirements
Single-Channel Rack Mounted	1	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack
Dual-Channel Rack Mounted	2	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack
Quad-Channel Rack Mounted	4	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack

Table 1. VDS Configuration

- a. An option to have wireless video transmission between the camera sensor and VDP shall also be available from the VDS manufacturer.
- b. Wired camera systems shall be able to transmit NTSC or PAL video signals, with minimal degradation, up to 1000 feet under ideal conditions.
- c. Wireless camera systems shall be able to transmit an NTSC video signal, with minimal signal degradation, up to 500 feet under normal conditions and up to 900 feet under ideal electromagnetic interference conditions. Adjacent sources of electromagnetic radiation, or the absence of a direct line of sight between transmitter and receiver antennas, may result in video signal degradation.

C.1.2 System Interfaces

The following interfaces shall be provided for each of the configurations identified in Table 1.

- a. Video Input: Each video input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source (camera sensor or VCR). The interface connector shall be BNC type and shall be located on the front of the video processing unit. The video input shall have the capability to select 75-ohm or high impedance (Hi-Z) termination.
- b. Video Lock LED: A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.
- c. Video Output: One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to toggle through each input video channel. In the absence of a valid video signal, the channel shall be skipped and the next valid video signal shall be switched. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Overlays

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- shall be able to be turned off by the user. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC type.
- d. Serial Communications: A serial communications port shall be provided on the front panel. The serial port shall compliant with EIA232 electrical interfaces and shall use a DB9 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. The interface protocol shall support multi-drop or point-to-multipoint communications. Each VDS shall have the capability to be addressable.
- e. Contact Closure Output: Open collector contact closure outputs shall be provided. Four open collector outputs shall be provided for the single, dual or quad channel rack-mount configuration. Additionally, the VDPs shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.
- f. Detection LEDs: LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four LEDs. Rack-mounted extension modules shall have two or four LEDs to indicate detection.
- g. Mouse Port: A USB mouse shall be provided on the front panel of the rack mount video processing unit. The mouse port shall not require special mouse software drivers. The mouse port shall be used as part of system setup and configuration. A mouse shall be provided with each video processor.

C.1.3 General System Functions

Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. A separate computer shall not be required for programming detection zones or to view system operation.

The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device.

The VDP shall detect vehicles in real time as they travel across each detection zone.

The VDP shall have an EIA232 port for communications with an external computer. The VDP EIA232 port shall be multi-drop capable.

The VDP shall accept new detection patterns from an external computer through the EIA232 port when the external computer uses the correct communications protocol for downloading detection patterns. A Microsoft Windows-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The VDP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

The VDP shall send its detection patterns to an external computer through the EIA232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

The VDP shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference with the video signal.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. A user-selected output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

C.1.4 Vehicle Detection

Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

The VDP shall provide up to 24 open collector output channels per camera input using one or more extension modules.

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A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the VDP and displayed on a video monitor, to draw the detection zones on the video image from each video camera. No separate computer shall be required to program the detection zones.

Up to 3 detection zone patterns shall be saved for each camera within the VDP memory. The VDP's memory shall be non-volatile to prevent data loss during power outages.

The selection of the detection zone pattern for current use shall be done through a menu. It shall be possible to activate a detection zone pattern from VDP memory and have that detection zone pattern displayed within 1 second of activation.

The VDP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

When a vehicle is detected within a detection zone, the corners of the detection zone shall activate on the video overlay display to confirm the detection of the vehicle.

Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.

The VDP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The VDP shall output a constant call on any detector channel corresponding to a zone being modified.

Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

The VDP shall process the video input from each camera at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.

The VDP shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDP shall output a constant call during the background learning period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

Up to six detection zones per camera view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the EIA232 port. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

C.2 Hardware

C.2.1 General

The VDP and extension module (EM) shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power and provide contact closure outputs. No adapters shall be required to mount the VDP or EM in a standard detector rack. Detector rack rewiring shall not be required.

The EM shall be available to avoid the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack. The extension module shall be connected to the VDP by a 8 wire cable with modular connectors, and shall output contact closures according to user selectable channel assignments. The EM is available in 2, 4, or 24 channel configurations.

C.2.2 Input Power

The VDP and EM shall be powered by 12/24 volts DC. VDP power consumption shall not exceed 7 watts. The EM power consumption shall not exceed 2.5 watts.

C.2.3 Detection Outputs

The VDP and EM shall include detector output pin out compatibility with industry standard detector racks. The 24-channel EM shall provide output through a 37-pin "D" connector on the front panel.

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C.2.4 Video Inputs

VDPs shall include one, two or four BNC video input connections suitable for composite video inputs. The video input shall include a switch selectable 75-ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection.

C.2.5 Video Outputs

The front of the VDP shall include one BNC video output providing real time video output that can be routed to other devices.

C.2.6 Mechanical and Environmental

The VDP shall operate satisfactorily in a temperature range from -34 °C to +74 °C and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

The front panel of the VDP shall have detector test switches to allow the user to place calls on each channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.

The front face of the VDP shall contain indications, such as LED displays, to enable the user to view real time detections for each channel of detection when the system is operational.

The VDP shall include an EIA232 port for serial communications with a remote computer. This port shall be a 9-pin "D" subminiature connector on the front of the VDP.

The VDP shall utilize non-volatile memory technology to enable the loading of modified or enhanced software through the EIA232 port and without modifying the VDP hardware.

C.2.7 Video Detection Camera

The Video Detection Cameras shall be Iteris RZ-4 Advanced WDR (RZ-4 AWDR) cameras.

Video detection cameras used for traffic detection shall be furnished by the video detection processor (VDP) supplier and shall be qualified by the supplier to ensure proper system operation.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.

The imager luminance signal to noise ratio (S/N) shall be more than 50 dB.

The camera shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 470 TV lines. The CCD imager shall have a minimum effective area of 768(h) x 494(v) pixels.

The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter.

The camera shall utilize automatic white balance.

The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

The horizontal field of view shall be adjustable from 5.4 to 50.7 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 10x zoom lens with a focal length of 3.8mm to 38.0 mm.

The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The camera shall be housed in a weather-tight sealed enclosure. The enclosure shall be made of 6061 anodized aluminum. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield

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shall be less than 6" diameter, less than 18" long, and shall weigh less than 6 pounds when the camera and lens are mounted inside the enclosure.

The enclosure shall be design so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.

The camera enclosure shall include a proportionally controlled heater, where the output power of the heater varies with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.

The glass face shall also employ a special coating to minimize the buildup of environmental debris such as dirt and water.

When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -34 °C to +60 °C and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon VDP system operation.

The camera shall be powered by 120-240 VAC 50/60 Hz. Power consumption shall be 45 watts or less under all conditions. An optional DC power configuration shall be available for 12 VDC operation.

Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

The camera enclosure shall be equipped with separate, weather-tight connections for power and video cables at the rear of the enclosure. These connections may also allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module (LAM) supplied by the VDP supplier. Video and power shall not reside within the same connector.

The video signal shall be fully isolated from the camera enclosure and power cabling.

C.2.8 Video Monitor

The monitor shall be a flat screen color video monitor with a minimum 9" diagonal picture display. It shall support EIA standards RS-170 composite video signal (1.0 v p-p, 75 OHM).

It shall have a resolution of 900 lines at center. Video bandwidth shall be >11 MHz. Loop through connectors shall be provided, and both input and output connectors shall be BNCs.

The monitor power source shall be 120 VAC +/- 10%, 60 Hz. Power consumption shall not be greater than 18 W. Ambient operating temperature shall be +50 to +122 degrees Fahrenheit.

Located on the front panel, the controls shall be on/off, contrast, bright, vertical hold, and horizontal hold. Rear panel shall have controls for vertical size, vertical linearity and scan switch.

Dimensions shall not exceed 9" (W), 10" (H), and 7" (D). Weight shall not exceed 10 pounds.

C.2.9 Coaxial Cable

The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. BNC plug connectors should be used at both the camera and cabinet ends. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.

C.2.10 Power Cable

The power cabling shall be 16 AWG three conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The cabling shall comply with the National Electric Code, as well as local electrical codes. Cameras may acquire power from the luminaire if necessary.

C.3 Installation

The video detection camera shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

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C.4 Warranty

The supplier shall provide a three-year warranty on the video detection system.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

During the warranty period, updates to VDP software shall be available from the supplier without charge.

C.5 Maintenance and Support

The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for onsite technical support services.

Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.

All product documentation shall be written in the English language.

D Measurement

The department will measure Vehicle Video Detection System 4-Camera (location) as a lump sum unit of work, acceptably completed per intersection.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0105.03 Vehicle Video Detection System 4-Camera, Intersection of Superior Ave & LS

Taylor Dr

Payment is full compensation for furnishing and installing control units, cameras, cabling, mounting brackets, testing and setting up the system.

53. Remove and Relocate Street Light, Item SPV.0105.05.

A Description

This special provision describes removing and replacing the existing lighting assembly located at Station 109+15.6, 9.2' RT to Station 109+27, 14' RT at the new left turn lane to the hospital.

B Materials

Use all street lighting materials salvaged from the project, except for the concrete base and pole wiring. Furnishing a new concrete base and pole wiring will be paid for under separate bid items.

C Construction

Disconnect and salvage the transformer base, pole, luminaire arm and luminaire from the lighting units in the locations shown in the plans and/or as designated by the engineer. Concrete base and electrical wiring shall be properly disposed of as directed by the engineer.

Store salvaged lighting units on site, in a location designated by the engineer, until ready for reinstallation. Salvaged items shall be stored and protected from damage until ready for delivery. Any damage to the salvaged materials resulting from the hauling operation shall be repaired or replaced in-kind at the contractor's expense.

Reinstall salvaged street light items according to standard spec 657 and 659, and as shown in the plans. Splice into existing conduit and route to new pole location. Install new wire from this pole to the south and reuse wire from this pole to the north.

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This item includes coordination and incidentals necessary to remove or have removed by others: street signs, and all accessories affixed to the lighting unit.

D Measurement

The department will measure Remove and Relocate Street Light as a single lump sum unit of work, acceptably completed under the contract.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.05Remove and Relocate Street LightLS

Payment is full compensation for moving the existing streetlight, for all connections, and for all labor, tools and incidentals. The concrete base type 5 is not included in this item and is measured separately.

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

A Description

This special provision describes furnishing, hauling and applying water to seeded area 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 1-inch of rainfall per week shall be considered the minimum. The department will not charge contract time.

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 from tanks of known capacity.

E Payment

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

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

Payment is full compensation for furnishing, hauling, applying the water, and for any traffic control signs needed to complete the watering.

55. Sanitary Sewer Manhole Liner, Item SPV.0200.01.

A Description

This special provision describes all work, materials, and equipment required for substrate rehabilitation of sanitary sewer manhole structures for the purpose of eliminating infiltration, repair of voids, and restoration of the structural integrity of the substrate as a result of applying a monolithic fiber-reinforced structural cementitious liner to the wall and bench surfaces of brick, concrete, or any other masonry construction material. In addition, this special provision describes the procedures for cleaning, preparation, application and testing. The applicator, approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a cementitious mix to form a structural monolithic liner of a minimum 1/2 inch thickness, with machinery specially designed for the application. All aspects of the installations shall be according to the manufacturer's recommendation and per the following specifications which includes:

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- a. Removal of any loose and unsound material
- b. Cleaning of the area to be sprayed
- c. Elimination of active infiltration prior to liner application
- d. Repair and filling of voids
- e. Repair and sealing of the invert and benches
- f. Spray application of a cementitious mix to form a structural monolithic liner

B Materials

B.1 Patching Material (Strong-Seal® QSR)

Strong-Seal® QSR, a quick setting fiber reinforced calcium aluminate corrosion resistant cementitious material, shall be used as a patching material and is to be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Strong-Seal® QSR Minimum Requirements			
Compressive Strength	ASTM C109	>1800 psi, 1 hr.	
		>2600 psi, 24 hrs.	
		>3000 psi, 28 days	
Bond	ASTM C882	>1600 psi, 28 days	
Calcium Aluminate Cement		Sulfate resistant	
Applied Density		105 pcf +/- 5 lbs.	
Shrinkage	ASTM C596	0% at 90% R.H.	
Placement Time		5 to 10 minutes	
Set Time		15 to 30 minutes	

B.2 Infiltration

Strong-Plug®, a rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Strong-Seal® Strong-Plug® Minimum Requirements			
Compressive Strength	ASTM C109	>1000 psi, 1 hr.	
		>2500 psi, 24 hrs.	
Sulfate Resistance	ASTM C267	No weight loss after 15 cycles @ 2000 ppm	
Freeze/Thaw	ASTM C666 "Method A"	100 cycles	
Pull Out Strength	ASTM C234	14,000 lbs.	
Set Time		< 1.0 minute	

B.3 Grouting Material

- (1) Strong-Seal® Grout 250, a cementitious grout, shall be used for stopping very active infiltration and filling voids and shall be mixed and applied according to manufacturer's recommendations. The cementitious grout shall be volume stable, and have a minimum 28 day compressive strength of 250 psi.
- (2) Strong-Seal® Grout 1000, a cementitious grout, shall be used for the same application as Grout 250, but is designed for special soil conditions, and shall be used per manufacturer's recommendations. The cementitious grout shall be volume stable and have a minimum 28 day compressive strength of 1000 psi.
- (3) Chemical grouts may be used for stopping very active infiltration and shall be mixed and applied per manufacturer's recommendation.

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B.4 Strong-Seal® MS-2A Liner Material

Strong-Seal® MS-2A cementitious liner product shall be used to form a structural monolithic liner covering all interior substrate surfaces and shall have the following minimum requirements

MS-2A®			
Compressive Strength	ASTM C109	28 days	>9000 psi
Tensile Strength	ASTM C496	28 days	>800 psi
Flexural Strength	ASTM C293	28 days	>1200 psi
Shrinkage @90% R.H.	ASTM C596	28 days	0%
Bond	ASTM C882	28 days	Substrate failure
Density, when applied			134 +/- 5 lbs/ft3
Freeze/Thaw	ASTM C666	N/A	300 cycles no visible damage

- (1) Strong-Seal® MS-2A® shall be made with Type I Portland Cement and shall be used according to manufacturer's recommendations in applications where there is no evidence of sulfide conditions (Substrate surface of pH 3.0 or higher). Strong-Seal ® MS-2A® or approved equal shall be factory blended requiring only the addition of water at the jobsite. The bag weight shall be 63-67 pounds. The contents shall have a dry bulk density of 82-85 pounds per cubic foot. When mixed with manufacturer's recommended amount of water it shall have a wet nozzle density in the range of 129-139 pounds per cubic foot and shall have a typical yield of 0.57 cubic feet per bag.
- (2) Strong-Seal \mathbb{R} MS-2A \mathbb{R} products shall be reinforced with alkaline resistant fiberglass rods not less than $\frac{1}{2}$ inch in length.
- (3) The material should meet or exceed industry standards and shall not have any basic ingredient that exceeds EPA maximum allowable limits for any heavy metals.

B.5 Water

Water used to mix product shall be clean and free from contaminants. Questionable water shall be tested by a laboratory per ASTM C-94 procedure. Potable water need not be tested.

B.6 Other Materials

No other material shall be used with the mix described in 2.4.1 without prior approval or recommendation from Strong-Seal® Systems.

B.7 Equipment

- (1) Applicator must use approved equipment designed and manufactured by the material supplier specifically for the application of cementitious liners in sanitary systems.
- (2) Specially design machines consisting of a progressive cavity pump and an air system for low velocity spray application of product, shall be used for applying Strong-Seal® System products. Equipment is complete with water storage and metering system. SprayMate® models 35C, 35D and Minimate II are approved machines for applying Strong-Seal® System products. Other models may be approved after review by Strong-Seal® personnel.

C Construction

C.1 Preparation

- (1) Place covers over invert to prevent extraneous material from entering the sewer lines before cleaning.
- (2) All foreign material shall be removed from the manhole wall and bench using a high pressure water spray (minimum 3000 psi). If grease, chemicals, previous coatings or other surface contaminants are present, the surface will be cleaned with steam, chemical cleaning compounds or surface abrading as necessary to provide a clean substrate. Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Fill any large voids with quick setting patching mix Strong-Seal® QSR (2.1).
- (3) Active leaks shall be stopped using quick setting, specially formulated mixes, such as Strong-Plug® (2.2) according to manufacturer's recommendations. Some leaks may require weep holes to localize the infiltration during the application. After application the weep holes shall be plugged with quick setting material Strong-Seal® Strong-Plug® (2.2) prior to final coat. When severe infiltration exists, drilling may

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be required in order to pressure grout using a cementitious grout, Strong-Seal® Grout 250, Strong-Seal® Grout 1000 or chemical grouts (2.3). Manufacturer's recommendations shall be followed when pressure grouting is required.

C.2 Invert Repair

- (1) After all preparations have been completed, remove all loose material and wash wall again.
- (2) Any bench, invert, or service line repairs shall be made at this time using the quick setting patching mix, Strong-Seal® QSR (2.1) and shall be used per manufacturer's recommendations.
- (3) Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking flow through the manhole and thoroughly cleaning invert, the quick setting patch material, Strong-Seal® QSR (2.1) shall be applied to the invert in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of 112 inch at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The finished invert surfaces shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

C.3 Mixing Liner Materials

- (1) For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product bag. Only enough water will be used to produce a mix consistency to allow application of liner material up to one inch thick in a single application without material "sagging" on vertical surface and using the approved equipment for mixing and application.
- (2) Prepared mix shall be discharged into a hopper and another batch prepared to occur in such a manner as to allow spraying continuously without interruption until each application is complete.

C.4 Spraying

- (1) The surface shall be clean and free of all foreign material and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to the application of material. Materials shall be applied up to 1 inch thick in one or more passes from the bottom of the frame; however, minimum total thickness shall not be less than 1/2 inch. The surface is then troweled to a relatively smooth finish being careful not to over trowel.
- (2) A brush finish shall be applied to the trowel-finished surface. Manufacturer's recommendations shall be followed whenever more than 24 hours have elapsed between applications

C.5 Bench Application

The wooden covers shall be removed at this time and the bench sprayed with materials mixed per specifications as per 4.3 and spray applied in such a manner that a gradual slope is produced from the walls to invert with the thickness at the invert to be no less than ½ inch. The wall/bench intersection shall be rounded to a uniform radius the full circumference of the intersection.

C.6 Curing

- (1) Caution will be taken to minimize exposure of applied product to quick surface drying and air movement. If time between applications of additional coats is to be longer than 15 minutes, place cover over manhole. In extremely hot and arid climates, manhole should be shaded while reconstruction is in progress and concrete curing agent should be used. Contact manufacturer for curing compound requirements.
- (2) Strong-Seal® MS-2A® liner product shall have the following minimum cure times before being subjected to flow:

Hold Times Before Releasing Flow		
Storm Run-off and Surcharge	8 hrs.	
Force Main Impact	12 hrs.	

Hold Times Before Allowing Traffic			
After final application of the Strong-Seal® liner product, street traffic shall be held			

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C.7 Weather Restrictions

- (1) No application shall be made if ambient temperature is below 40 degrees Fahrenheit. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application.
- (2) Precautions shall be taken to keep the mix temperatures at time of application below 90 degrees Fahrenheit. Water temperature shall not exceed 80 degrees Fahrenheit. Chill with ice if necessary.

C.8 Product Testing

Four 2-inch cubes shall be cast each day or from every pallet of product used, and shall be properly packaged, labeled and returned to manufacturer for testing according to the owner's or manufacturer's directions for compression strength per ASTM C109 procedure.

C.9 Final Acceptance Testing

- (1) At the direction of the City of Sheboygan, the reconstructed structure shall be tested by any one of the following methods:
 - a. Visually verify the absence of leaks and perform an exfiltration test.
 - b. Perform an exfiltration test
 - 1) For manholes 0-6 feet deep, if water loss is 1-inch or less in 5 minutes, manhole reconstruction is acceptable.
 - 2) For manholes over 6 feet deep, if water loss is 1 inch plus 1/8-inch for each additional foot of depth or less in 5 minutes, manhole is acceptable.
 - c. Vacuum testing per ASTM C1244-93 procedure. Vacuum testing shall not be conducted earlier than 7 days after application.

D Measurement

The department will measure Sanitary Sewer Manhole Liner by the vertical foot, acceptably completed. Measurements will be from the flow line of the lowest pipe to the top of the manhole cover. No deduction will be made for the heights of the casting.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0200.01Sanitary Sewer Manhole LinerVF

Payment is full compensation for preparation and repair of the manhole for proper installation of the liner, placement of the liner system, testing; and for furnishing all materials necessary to perform the work.

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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.
 - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
 - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>2</u> (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).

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

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

- 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).

<u>NOTE</u>: 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. https://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: https://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) <u>Document</u> 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 <u>may</u> 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 <u>is not</u> 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. <u>Evaluate DBE quotes</u> 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:

https://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 https://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 Expediters, 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 <u>DBE_Alert@dot.wi.gov</u> 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

DATE:

CC:

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIMEMONTH DAY YEAR
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 https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx

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. <u>Make sure</u> 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 https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx 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

etting Date:							
roject ID:							
ease check all that apply	_						
Yes, we will be quoting on No, we are not interested in Please take our name off you We have questions about questions	n quoting on to our monthly D	he letting OBE conta	or its items ct list			his number	
Prime Contractor 's Contact P	erson	¬		DBE Co	ntractor Co	ontact Perso	n
3			DI				
Phone:		_	Phone				
Tax:		_	Fax				
Email:		_	Email				
		_					
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Proposal No.	1	2	3	4	5	6	7
ORK DESCRIPTION:	X		X	X		X	X
ORK DESCRIPTION: Clear and Grub	X X		X X	X X		X X	X
ORK DESCRIPTION: Clear and Grub Dump Truck Hauling							
ORK DESCRIPTION: Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
ORK DESCRIPTION: Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items	X		X X	X X		X X	X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers	X X X	X	X X X	X X X		X X X	X X X
County /ORK DESCRIPTION: Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals	X X X	X	X X X X	X X X X		X X X X	X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control	X X X	X X	X X X X X X	X X X X X X	X	X X X X X X	X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement	X X X	X X X	X X X X X	X X X X X X X	X	X X X X X X X	X X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base	X X X X	X X	X X X X X X	X X X X X X X X		X X X X X X	X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain	X X X X	X X X	X X X X X X	X X X X X X X X X	X X	X X X X X X X X	X X X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain Beam Guard	X X X X	X X X	X X X X X X	X X X X X X X X	X	X X X X X X X	X X X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain	X X X X	X X X	X X X X X X	X X X X X X X X X	X X	X X X X X X X X	X X X X X X X

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - 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, subquote 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.
- DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

November 2013 ASP-4

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:

107.17.1 General

Replace paragraph seven with the following effective with the December 2018 letting:

(7) Have a professional engineer registered in the state of Wisconsin sign and seal the shop drawings. At least 30 calendar days before starting falsework, form, or shoring construction; submit a PDF file of shop drawings to the railroad's chief engineering officer and to the engineer. The engineer and the railroad may review the shop drawings. If the engineer or the railroad finds the shop drawings unsatisfactory, the contractor shall make the required changes. A satisfactory shop drawing review does not relieve the contractor of responsibility and liability for the structural integrity and proper functioning of the falsework, forms, or shoring.

109.1.1 General

Replace the entire text with the following effective with the January 2019 letting:

- (1) The engineer will use the US standard system to measure all work completed under the contract. The engineer will determine quantities of materials the contractor furnishes and work the contractor performs using measurement methods and computations conforming to standard engineering practice, modified to meet department requirements. The engineer will document these measurements using department procedures.
- (2) The engineer will measure the work as the contract measurement subsection for individual items specifies. The department will measure the actual quantities of work the contractor acceptably completes and make final payment based on those actual measured quantities except as follows:
 - 1. If the measurement subsection for a bid item specifically restricts the quantity measured for payment or allows for use of conversion factors.
 - If the engineer executes a contract change order modifying the method of measurement for specific bid items, the engineer will measure the quantities of applicable bid items for payment using the change order methods.
 - 3. If the engineer, under 105.3.1(2), approves a contractor-requested plan dimension change between US standard and SI metric dimensions, the engineer will measure whichever of the following is less:
 - Actual quantities constructed.
 - Quantities derived from the original plan dimensions.
 - 4. For substitutions made under 106.2.3 between US standard and SI metric products, the engineer will measure the actual quantities of the substitute products using the original contract measuring system.

305.2.1 General

Replace paragraph two with the following effective with the December 2018 letting:

(2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing. The department will allow virgin aggregate above reclaimed asphalt, reprocessed material, or blended materials in shoulder areas adjacent to concrete pavement.

420.3.2.1 General

Replace paragraph one with the following effective with the December 2018 letting:

(1) Use self-propelled grinding machines with depth, grade, and slope controls designed for grinding and texturing concrete. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide the specified effective wheelbase, defined as the center of the front to center of the rear main support wheels.

420.3.2.2 Continuous Grinding

Replace paragraph one with the following effective with the December 2018 letting:

(1) Under the Continuous Diamond Grinding Concrete Pavement bid item, ensure that the grinding machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. For pavements with a design speed less than 40 miles per hour and areas difficult to access, the contractor may use equipment with an effective wheel base of 12 feet or more.

450.3.2.8 Jointing

Replace paragraphs three through five with the following effective with the December 2018 letting:

- (3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.
- (4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.
- (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.

455.2.4.3 Emulsified Asphalts

Replace paragraph two with the following effective with the December 2018 letting:

(2) The bill of lading for emulsified asphalts shall indicate the asphalt content of the original emulsion and dilution rate of the additional water added to the original emulsion. If undiluted samples are not available, test the diluted material and modify AASHTO M140, M208, or M316 to reflect properties resulting from dilution of the asphalt.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the December 2018 letting:

(3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G_{mb}) of the compacted mixture according to AASHTO T166.

Maximum specific gravity (G_{mm}) according to AASHTO T209.

Air voids (V_a) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2018 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.
 - Asphalt content is within minus 0.3 percent of the JMF.

460.2.8.3.1.7 Dispute Resolution

Replace paragraph one with the following effective with the December 2018 letting:

(1) When QV test results do not meet the specified limits for 100 percent pay, the bureau's AASHTO accredited laboratory and certified personnel will referee test the retained portion of the QV sample and the retained portion of the required forward and backward QC retained samples according to CMM 8-36.

460.5.2.1 General

Replace paragraphs five and six with the following effective with the December 2018 letting:

(5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed payement. The department will reduce pay as follows:

PAYMENT FOR MIXTURE[1][2][3]

	PRODUCED WITHIN	PRODUCED OUTSIDE
ITEM	WARNING BANDS	JMF LIMITS
Gradation	90%	75%
Asphalt Content ^[4]		
Air Voids	70%	50%
VMA	90%	75%

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

- Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.
- [3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.
- ^[4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.
- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
 - Va greater than 5.0 or less than 1.5.
 - VMA more than 1.0 below the minimum allowed in table 460-1.
 - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

506.3.2 Shop Drawings

Replace paragraph four with the following effective with the December 2018 letting:

(4) Ensure that the fabricator submits a PDF file of shop drawings for railroad structures to the railroad company's chief engineering officer upon contract completion.

646.3.1.2 Liquid Marking

Replace paragraph five with the following effective with the January 2019 letting:

(5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS	BEAD APPLICATION
		(mils)	(pounds per gallon)
Paint	all	16	8
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5
Wet Reflective Epoxy	y all	20	18

646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph five with the following effective with the January 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot, and provide a double drop bead system as follows:
 - First: wet reflective/recoverable elements at the application rate specified for the product chosen from the department's APL.
 - Second: glass beads at the application rate specified in 646.3.1.2(5).

650.3.1 General

Replace the entire text with the following effective with the December 2018 letting:

- (1) Department and contractor responsibilities for construction staking are specified in 105.6. Conform to 105.6 and the additional requirements specified here in 650.3 for the individual contractor-staking bid items the contract includes.
- (2) Protect and preserve known property and survey marks and land monuments as specified in 107.11.3. The contract may require related work under the 621 bid items.
- (3) Obtain or calculate benchmark data, grades, and alignment from plan information. The engineer will furnish data for the horizontal and vertical control points, control point ties, horizontal alignments, profiles, and elevations. Reestablish, set additional, and maintain the horizontal and vertical control points and control point ties, as needed for bid items.
- (4) Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plans show or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.
- (5) Perform survey work using conventional methods, or AMG methods capable of achieving the lines and grades the plans show for the work in question. Establish additional benchmarks and control points as necessary to support the method of operation.

650.3.1.1 Staking

- (1) Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.
- (2) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.
- (3) Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval.

650.3.1.2 Automated Machine Guidance

650.3.1.2.1 General

(1) The contractor may substitute AMG for conventional staking on all or part of the work under the individual staking bid items. Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Revert to conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

650.3.1.2.2 AMG Work Plan

(1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other

technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:

- 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
- 2. Designate a single staff person as the primary contact for AMG technology issues.
- 3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
- 4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.
- (2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

650.3.1.2.3 Geometric and Surface Information

650.3.1.2.3.1 Department Responsibilities

(1) At any time after the contract is awarded the contractor may request the contractor data packet. The department will provide the packet within 5 business days of receiving the contractor's request.

650.3.1.2.3.2 Contractor Responsibilities

- (1) Develop and maintain a contractor construction model for areas of the project employing AMG. Confirm that the resulting model agrees with the contract plans.
- (2) If the engineer requests, provide the construction model to the department in LandXML or other engineer-approved format.

650.3.1.2.4 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. If the engineer requests, provide construction model updates to the engineer. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.1.2.5 Construction Checks

- (1) Check the work against the plan elevation at randomly selected points on cross-sections located at stations evenly divisible by 100 at the frequency the engineer approved as a part of the AMG work plan. Submit the results of these random checks to the engineer daily. Notify the engineer immediately if a check exceeds the tolerances specified in 650.3.1.2.6 below.
- (2) Check the work at additional points as the engineer directs. The department may conduct periodic independent checks.

650.3.1.2.6 Construction Tolerances

- (1) Ensure that the finished work vertically matches existing or other completed features. Ensure that the work conforms to revised plan elevations as follows:
 - Subgrade: +/- 0.10 feet.
 - Base: within the tolerance specified in 301.3.4.1(2).

650.3.3 Subgrade

Retitle and replace the entire text with the following effective with the December 2018 letting:

650.3.3 Subgrade Staking

(1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve

transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

Errata

520.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

(5) Provide joint ties on the upstream and downstream ends of circular and horizontal elliptical concrete culvert and concrete cattle pass installations. Tie the next 3 pipe joints or, if using apron endwalls, the endwall joint and the last 2 pipe joints. Ties are not required on culverts with masonry endwalls unless the plans show otherwise.

608.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

(5) Provide joint ties on concrete storm sewer system infall and outfall pipes. Tie the last 3 pipe joints or, if using apron endwalls, the endwall joint and the next 2 pipe joints. Ties are not required on installations with masonry endwalls unless the plans show otherwise.

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.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

 $\underline{https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-\underline{manual.pdf}}$

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data 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 their submittals. 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 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/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild 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.
- 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 nonminority 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 federallyassisted 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 contacting 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:
- 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:

County	<u>%</u>	_County_	_%_	_County_	<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.

https://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:

https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc

1 of 1

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 FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however 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 will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site
 established specifically for the performance of the contract where a
 significant portion of such building or work is constructed and the physical
 place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

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. 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. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- · FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- · U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI190010 01/04/2019 WI10

Superseded General Decision Number: WI20180010

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 \$10.60 for calendar year 2019 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 \$10.60 per hour (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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0

01/04/2019

* BRWI0001-002 06/01/2018

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

Rates Fringes 22.65 BRICKLAYER.....\$ 33.06

* BRWI0002-002 06/01/2018

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes BRICKLAYER.....\$ 38.87

* BRWI0002-005 06/01/2018

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

Fringes Rates CEMENT MASON/CONCRETE FINISHER...\$ 35.39

^{*} BRWI0003-002 06/01/2018

BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES		
	Rates	Fringes		
BRICKLAYER	.\$ 33.44	22.27		
* BRWI0004-002 06/01/2018				
KENOSHA, RACINE, AND WALWORTH CO	UNTIES			
	Rates	Fringes		
BRICKLAYER	.\$ 37.66	23.35		
* BRWI0006-002 06/01/2018				
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,				
	Rates	Fringes		
BRICKLAYER	.\$ 34.30	21.41		
* BRWI0007-002 06/01/2018				
GREEN, LAFAYETTE, AND ROCK COUNT	IES			
	Rates	Fringes		
BRICKLAYER	.\$ 34.82	22.59		
* BRWI0008-002 06/01/2018				
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	INTIES		
	Rates	Fringes		
BRICKLAYER	.\$ 38.03	22.55		
BRWI0011-002 06/01/2016				
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	COUNTIES		
	Rates	Fringes		
BRICKLAYER	.\$ 32.22	20.57		
* BRWI0019-002 06/01/2018				
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES				
	Rates	Fringes		
BRICKLAYER	.\$ 32.97	22.74		
* BRWI0034-002 06/01/2018				
COLUMBIA AND SAUK COUNTIES				
	Rates	Fringes		
BRICKLAYER		22.61		
CARP0087-001 05/01/2016				
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.				
	Rates	Fringes		
Carpenter & Piledrivermen		18.39		
CARP0252-002 06/01/2016				
ADAMS, BARRON, BAYFIELD (Easte BURNETT (E. of Hwy 48), CALUMET, CRAWFORD, DANE, DODGE, DOOR, DUN	CHIPPEWA, CLARK	C, COLUMBIA,		

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, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER CARPENTER	\$ 35.08	18.00 18.35 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 06/01/2016

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

	Rates	Fringes
CARPENTER	.\$ 35.78	22.11
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

		Rates	Fringes
CARPENTER\$ 36.15 20.43	CARPENTER	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rat	es F	ringes
PILEDRIVERMAN Zone A\$ 31 Zone B\$ 31	.03	22.69 22.69

ELEC0014-002 06/04/2018

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 34.21	20.46
TT TG0014 00F 06/05/0010		

ELEC0014-007 06/05/2018

REMAINING COUNTIES

Rates Fringes

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 06/01/2017

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$38.50 30%+10.57

ELEC0158-002 06/04/2018

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

Electricians:......\$32.50 19.68

ELEC0159-003 06/01/2018

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:.....\$39.04 21.56

ELEC0219-004 06/01/2016

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

Rates Fringes

Electricians:
 Electrical contracts over \$180,000......\$ 32.38 18.63
 Electrical contracts under \$180,000.....\$ 30.18 18.42

ELEC0242-005 05/16/2018

DOUGLAS COUNTY

Rates Fringes
Electricians:.....\$36.85 26.17

ELEC0388-002 06/03/2018

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:.....\$ 32.55

ELEC0430-002 06/01/2018

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 38.78 21.49

ELEC0494-005 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 39.31 24.69

ELEC0494-006 06/01/2018

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

Rates Fringes

Electricians:......\$33.40 22.08

ELEC0494-013 06/01/2018

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

Rates Fringes

Sound & Communications
Installer......\$ 19.56 15.78
Technician.....\$ 28.99 16.25

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, 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

ELEGOE77 002 06 /01 / 2010

ELEC0577-003 06/01/2018

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

ELEC0890-003 06/01/2018

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

F	Rates	Fringes
Electricians:\$	34.15	19.63
ELEC0953-001 07/01/2015		
I	Rates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment Operator\$ (3) Equipment Operator\$ (4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$ (6) Groundsman\$	40.03 33.71 26.78 24.86	32% + 5.00 32% + 5.00 32% + 5.00 14.11 13.45 32% + 5.00

ENGI0139-005 06/04/2018

	Rates	Fringes
Power Equipment Operator	* 40 FO	00.10
Group 1	\$ 40.72	22.10
Group 2	\$ 40.22	22.10
Group 3	\$ 39.72	22.10
Group 4	\$ 39.46	22.10
Group 5	\$ 39.17	22.10
Group 6	\$ 33.27	22.10

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; bituminious 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 06/01/2017

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

Rates Fringes
IRONWORKER......\$ 31.24 26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2017

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

Rates Fringes
IRONWORKER.....\$33.19 26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2017

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

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

Rates Fringes

IRONWORKER......\$36.29 30.77

IRON0512-008 05/01/2017

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

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

	Rates	Fringes
IRONWORKER	\$ 32.04	26.45

LABO0113-002 06/04/2018

MILWAUKEE AND WAUKESHA COUNTIES

	ges
Group 2 \$ 28.03 21 Group 3 \$ 28.23 23 Group 4 \$ 28.38 21 Group 5 \$ 28.53 21	1.76 1.76 1.76 1.76 1.76

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 Sawer 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 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

	Rate	s Fringes
Group Group Group	1	23 21.76 28 21.76 48 21.76
	5\$ 27 6\$ 24	

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 Sawer 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 06/04/2018

KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 26.94	21.76
Group	2	\$ 27.09	21.76
Group	3	\$ 27.29	21.76
	4		21.76
	5		21.76
	6		21.76

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 Sawer 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 06/04/2018

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 31.80	17.20
Group	2	\$ 31.90	17.20
	3		17.20
	4		17.20
	5		17.20
_	6	•	17.20

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; Bitminous 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 Sawer 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 Secialist
GROUP 5: Blaster; powderman
GROUP 6: Flagperson; Traffic Control
LABO0464-003 06/04/2018
DANE COUNTY
                                     Rates
                                                    Fringes
LABORER
     17..20
                                                        17..20
                                                       17..20
                                                       17..20
                                                       17..20
17..20
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;
  Bituminious Worker (Dumper, Ironer, Smoother, and Tamper);
  Concrete Handler
  GROUP 2: Air Tool Operator; Joint Sawer 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 05/01/2017
ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES
                                     Rates
                                                    Fringes
Painters:
     New:
     Brush, Roller.....$ 30.33
Spray, Sandblast, Steel...$ 30.93
Repaint:
                                                        17.27
     Brush, Roller.....$ 28.83
Spray, Sandblast, Steel....$ 29.43
PAIN0108-002 06/01/2017
RACINE COUNTY
                                     Rates
Painters:
  Brush, Roller......$ 33.74
Spray & Sandblast......$ 34.74
                                                        18.95
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, TREMPEALEAU, AND VERNON COUNTIES

VERNON COUNTIES		OE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	\$ 22.03	12.45
PAIN0781-002 06/01/2018		
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 31.60 \$ 31.55 \$ 32.30	23.51 23.51 23.51
PAIN0802-002 06/01/2017		
COLUMBIA, DANE, DODGE, GRANT, CROCK, AND SAUK COUNTIES	GREEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 28.25	17.72
PREMIUM PAY: Structural Steel, Spray, Brid hour.	dges = \$1.0	0 additional per
PAIN0802-003 06/01/2017		
ADAMS, BROWN, CALUMET, CLARK, I LAKE, IRON, JUNEAU, KEWAUNEE, I MARATHON, MARINETTE, MARQUETTE OUTAGAMIE, PORTAGE, PRICE, SHAN WAUSHARA, WAUPACA, WINNEBAGO, A	LANGLADE, LIN , MENOMINEE, WANO, SHEBOY	COLN, MANITOWOC, OCONTO, ONEIDA, GAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	\$ 24.89	12.05
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush Spray Structural Steel	\$ 34.74	18.95 18.95 18.95
PAIN1011-002 06/01/2017		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	\$ 24.86	12.23
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	\$ 35.07 \$ 35.61 \$ 34.70 \$ 36.27	17.17 19.75 19.40 20.51 18.73 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, TREMPEALEAU, 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

TTTN/0020 001 06/01/0010

TEAM0039-001 06/01/2018

	Rates	Fringes	
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids Dumptor & Articulated,	\$ 28.12	21.20	
Truck Mechanic	\$ 28.27	21.20	
WELL DRILLER	\$ 16.52	3.70	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







Proposal Schedule of Items

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Proposal ID: 20190312039 **Project(s):** 4996-01-73

Federal ID(s): WISC 2019172

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	3.000 STA		
0004	201.0120 Clearing	12.000 ID		
0006	201.0205 Grubbing	3.000 STA	<u> </u>	<u></u>
0008	201.0220 Grubbing	12.000 ID		<u> </u>
0010	204.0100 Removing Pavement	8,866.000 SY		
0012	204.0150 Removing Curb & Gutter	765.000 LF		
0014	204.0155 Removing Concrete Sidewalk	1,959.000 SY		
0016	204.0195 Removing Concrete Bases	11.000 EACH		
0018	204.0210 Removing Manholes	5.000 EACH		
0020	204.0215 Removing Catch Basins	19.000 EACH		
0022	204.0245 Removing Storm Sewer (size) 01. 8-inch	18.000 LF		
0024	204.0245 Removing Storm Sewer (size) 02. 12-Inch	162.000 LF	·	·
0026	204.0245 Removing Storm Sewer (size) 03. 15-inch	42.000 LF		
0028	204.0245 Removing Storm Sewer (size) 04. 18- Inch	64.000 LF		
0030	204.0245 Removing Storm Sewer (size) 05. 30-inch	59.000 LF	·	·





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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 06. 36-inch	624.000 LF		
0034	204.0245 Removing Storm Sewer (size) 07. 42-inch	59.000 LF	·	.
0036	204.0245 Removing Storm Sewer (size) 08. 38-inch x 60-inch Elliptical	69.000 LF		
0038	204.0291.S Abandoning Sewer	10.000 CY	<u> </u>	<u> </u>
0040	205.0100 Excavation Common	11,796.000 CY		·
0042	213.0100 Finishing Roadway (project) 01. 4996- 01-73	1.000 EACH	·	
0044	305.0110 Base Aggregate Dense 3/4-Inch	433.000 TON		
0046	305.0120 Base Aggregate Dense 1 1/4-Inch	3,578.000 TON		
0048	312.0110 Select Crushed Material	6,668.000 TON		<u> </u>
0050	405.1000 Stamping Colored Concrete	24.000 CY		<u> </u>
0052	415.0080 Concrete Pavement 8-Inch	9,468.000 SY		<u> </u>
0054	415.0210 Concrete Pavement Gaps	1.000 EACH		<u> </u>
0056	415.1080 Concrete Pavement HES 8-Inch	525.000 SY		
0058	415.4100 Concrete Pavement Joint Filling	9,994.000 SY		
0060	415.5110.S Concrete Pavement Joint Layout	1.000 LS		<u> </u>
0062	416.0160 Concrete Driveway 6-Inch	469.000 SY		





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Proposal Schedule of Items

Proposal ID: 20190312039 **Project(s)**: 4996-01-73

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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	416.0610 Drilled Tie Bars	68.000 EACH	<u></u>	<u> </u>
0066	416.0620 Drilled Dowel Bars	198.000 EACH	<u> </u>	·
0068	465.0105 Asphaltic Surface	66.000 TON	·	·
0070	465.0120 Asphaltic Surface Driveways and Field Entrances	11.000 TON		<u> </u>
0072	520.8000 Concrete Collars for Pipe	9.000 EACH		
0074	601.0600 Concrete Curb Pedestrian	124.000 LF	·	·
0076	602.0410 Concrete Sidewalk 5-Inch	19,956.000 SF	·	
0078	602.0415 Concrete Sidewalk 6-Inch	132.000 SF	·	·
0080	602.0515 Curb Ramp Detectable Warning Field Natural Patina	294.000 SF	·	·
0082	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	461.000 LF		
0084	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	118.000 LF		·
0086	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	58.000 LF	·	·
0088	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	570.000 LF	·	·
0090	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	173.000 LF		
0092	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	508.000 LF		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	608.2338 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60- Inch	65.000 LF	<u> </u>	<u> </u>
0096	611.0624 Inlet Covers Type H	28.000 EACH	·	
0098	611.1230 Catch Basins 2x3-FT	28.000 EACH		·
0100	611.2004 Manholes 4-FT Diameter	5.000 EACH		
0102	611.2005 Manholes 5-FT Diameter	1.000 EACH		
0104	611.2006 Manholes 6-FT Diameter	6.000 EACH		<u> </u>
0106	611.2008 Manholes 8-FT Diameter	1.000 EACH		
0108	618.0100 Maintenance And Repair of Haul Roads (project) 01. 4996-01-73	1.000 EACH	·	·
0110	619.1000 Mobilization	1.000 EACH		·
0112	620.0300 Concrete Median Sloped Nose	149.000 SF		·
0114	621.0100 Landmark Reference Monuments	24.000 EACH	·	<u> </u>
0116	623.0200 Dust Control Surface Treatment	11,525.000 SY		
0118	625.0100 Topsoil	4,270.000 SY		
0120	628.1504 Silt Fence	45.000 LF		<u> </u>
0122	628.1520 Silt Fence Maintenance	45.000 LF		
0124	628.1905 Mobilizations Erosion Control	4.000 EACH	<u> </u>	







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH		<u> </u>
0128	628.2006 Erosion Mat Urban Class I Type A	4,270.000 SY		
0130	628.7005 Inlet Protection Type A	28.000 EACH		<u> </u>
0132	628.7015 Inlet Protection Type C	34.000 EACH		
0134	628.7570 Rock Bags	20.000 EACH		
0136	629.0210 Fertilizer Type B	3.000 CWT		<u> </u>
0138	630.0120 Seeding Mixture No. 20	115.000 LB		<u></u>
0140	634.0614 Posts Wood 4x6-Inch X 14-FT	26.000 EACH		<u></u>
0142	634.0616 Posts Wood 4x6-Inch X 16-FT	3.000 EACH		<u> </u>
0144	637.2210 Signs Type II Reflective H	163.030 SF		
0146	637.2230 Signs Type II Reflective F	37.500 SF	<u></u>	<u>.</u>
0148	638.2602 Removing Signs Type II	37.000 EACH	<u></u>	<u></u>
0150	638.3000 Removing Small Sign Supports	27.000 EACH		<u> </u>
0152	642.5201 Field Office Type C	1.000 EACH	<u></u>	
0154	643.0300 Traffic Control Drums	7,310.000 DAY		<u>.</u>
0156	643.0420 Traffic Control Barricades Type III	8,170.000 DAY		<u></u>
0158	643.0705 Traffic Control Warning Lights Type A	16,215.000 DAY		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	643.0715 Traffic Control Warning Lights Type C	2,780.000 DAY		·
0162	643.0800 Traffic Control Arrow Boards	695.000 DAY		
0164	643.0900 Traffic Control Signs	35,190.000 DAY		·
0166	643.0920 Traffic Control Covering Signs Type II	2.000 EACH		·
0168	643.1050 Traffic Control Signs PCMS	620.000 DAY		·
0170	643.5000 Traffic Control	1.000 EACH		·
0172	644.1601.S Temporary Curb Ramp	8.000 EACH		·
0174	646.1020 Marking Line Epoxy 4-Inch	4,327.000 LF		·
0176	646.3020 Marking Line Epoxy 8-Inch	528.000 LF		
0178	646.5020 Marking Arrow Epoxy	20.000 EACH		
0180	646.5120 Marking Word Epoxy	3.000 EACH		
0182	646.5220 Marking Symbol Epoxy	11.000 EACH		
0184	646.6120 Marking Stop Line Epoxy 18-Inch	190.000 LF		<u> </u>
0186	646.7120 Marking Diagonal Epoxy 12-Inch	45.000 LF		
0188	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,460.000 LF	·	.
0190	649.0150 Temporary Marking Line Removable Tape 4-Inch	2,322.000 LF	<u> </u>	







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0192	650.4000 Construction Staking Storm Sewer	42.000 EACH	·	<u> </u>
0194	650.4500 Construction Staking Subgrade	1,878.000 LF	·	
0196	650.5500 Construction Staking Curb Gutter and Curb & Gutter	50.000 LF	·	·
0198	650.7000 Construction Staking Concrete Pavement	1,878.000 LF	·	·
0200	650.8500 Construction Staking Electrical Installations (project) 01. 4996-01-73	LS	LUMP SUM	·
0202	650.9000 Construction Staking Curb Ramps	32.000 EACH		·
0204	650.9910 Construction Staking Supplemental Control (project) 01. 4996-01-73	LS	LUMP SUM	·
0206	650.9920 Construction Staking Slope Stakes	1,878.000 LF		
0208	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,688.000 LF		·
0210	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	520.000 LF	<u> </u>	<u>.</u>
0212	652.0615 Conduit Special 3-Inch	470.000 LF		
0214	653.0115 Pull Boxes Steel 12x36-Inch	5.000 EACH		
0216	653.0140 Pull Boxes Steel 24x42-Inch	11.000 EACH		
0218	653.0905 Removing Pull Boxes	25.000 EACH		
0220	654.0101 Concrete Bases Type 1	7.000 EACH		





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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0222	654.0105 Concrete Bases Type 5	10.000 EACH		
0224	655.0230 Cable Traffic Signal 5-14 AWG	760.000 LF	·	
0226	655.0240 Cable Traffic Signal 7-14 AWG	765.000 LF	·	·
0228	655.0260 Cable Traffic Signal 12-14 AWG	1,565.000 LF		·
0230	655.0320 Cable Type UF 2-10 AWG Grounded	830.000 LF		·
0232	655.0515 Electrical Wire Traffic Signals 10 AWG	1,205.000 LF		<u></u>
0234	655.0610 Electrical Wire Lighting 12 AWG	3,456.000 LF		<u>.</u>
0236	655.0615 Electrical Wire Lighting 10 AWG	580.000 LF		<u></u>
0238	655.0625 Electrical Wire Lighting 6 AWG	1,995.000 LF		·
0240	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Sta. 11+35, 38' LT (Street lighting)	LS	LUMP SUM	
0242	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. Sta. 11+40, 38' LT (Traffic Signal)	LS	LUMP SUM	
0244	657.0100 Pedestal Bases	7.000 EACH		·
0246	657.0420 Traffic Signal Standards Aluminum 13-FT	2.000 EACH		
0248	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH		
0250	657.0430 Traffic Signal Standards Aluminum 10-FT	3.000 EACH		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0252	658.0173 Traffic Signal Face 3S 12-Inch	16.000 EACH		·
0254	658.0174 Traffic Signal Face 4S 12-Inch	4.000 EACH		·
0256	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH		
0258	658.0500 Pedestrian Push Buttons	8.000 EACH		·
0260	658.5069 Signal Mounting Hardware (location) 01. Superior and Taylor	LS	LUMP SUM	·
0262	659.2130 Lighting Control Cabinets 120/240 30- Inch	1.000 EACH		·
0264	690.0150 Sawing Asphalt	293.000 LF		
0266	690.0250 Sawing Concrete	923.000 LF		·
0268	715.0415 Incentive Strength Concrete Pavement	2,997.000 DOL	1.00000	2,997.00
0270	740.0440 Incentive IRI Ride	1,220.000 DOL	1.00000	1,220.00
0272	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,200.000 HRS	5.00000	6,000.00
0274	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	600.000 HRS	5.00000	3,000.00
0276	SPV.0060 Special 01. Concrete Bases Type 10, Contractor Supplied Anchor Bolts & Anchor Rod Templa	1.000 EACH	·	
0278	SPV.0060 Special 02. Concrete Bases Type 13, Contractor Supplied Anchor Bolts & Anchor Rod Templa	3.000 EACH	.	·





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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	SPV.0060 Special 03. Poles Type 10	1.000 EACH		
0282	SPV.0060 Special 04. Poles Type 13	3.000 EACH	·	
0284	SPV.0060 Special 05. Monotube Arms 25-FT	1.000 EACH		
0286	SPV.0060 Special 06. Monotube Arms 40-FT	3.000 EACH		
0288	SPV.0060 Special 07. Luminaire Arms Steel 15-FT	4.000 EACH		
0290	SPV.0060 Special 08. LED Luminaires	4.000 EACH		
0292	SPV.0060 Special 09. Traffic Signal Controller and Cabinet Fully Actuated 8-Phase	1.000 EACH		
0294	SPV.0060 Special 10. Lighting Assembly	9.000 EACH		
0296	SPV.0060 Special 11. Storm Sewer Manhole Cover Type J-Special	14.000 EACH		
0298	SPV.0060 Special 12. Sanitary Sewer Manhole Cover Type J-Special	14.000 EACH	·	<u> </u>
0300	SPV.0060 Special 13. Internal Chimney Seal	14.000 EACH		
0302	SPV.0060 Special 14. Lateral Connection Sealing	3.000 EACH		
0304	SPV.0060 Special 15. Adjusting Water Valve Boxes	13.000 EACH		
0306	SPV.0060 Special 16. Manholes 10-FT Diameter	1.000 EACH		
0308	SPV.0060 Special 17. Combined Lighting and Traffic Signal Cabinet Base	1.000 EACH		<u> </u>





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Proposal ID: 20190312039 **Project(s)**: 4996-01-73

Federal ID(s): WISC 2019172

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0310	SPV.0060 Special 18. Salvage and Re-Install Bus Shelter	1.000 EACH	·	·
0312	SPV.0090 Special 01. Televising Storm Sewer	1,949.000 LF		
0314	SPV.0090 Special 02. Sanitary Sewer Cured-in- Place Liner	1,806.000 LF	·	·
0316	SPV.0090 Special 03. Sanitary Sewer 8-Inch	25.000 LF		<u></u>
0318	SPV.0090 Special 04. Sanitary Sewer Laterals 6- Inch	30.000 LF		
0320	SPV.0090 Special 05. Televising Sanitary Sewer	1,806.000 LF		
0322	SPV.0090 Special 06. Concrete Curb and Gutter Type A 26-inch	414.000 LF	·	
0324	SPV.0090 Special 07. Concrete Curb and Gutter Type A 32-Inch	3,054.000 LF		
0326	SPV.0090 Special 08. Concrete Curb and Gutter Type D 26-Inch	50.000 LF	·	<u>-</u>
0328	SPV.0090 Special 09. Concrete Curb and Gutter Type A 20-Inch	137.000 LF		
0330	SPV.0090 Special 10. Storm Sewer Pipe PVC 6-Inch	24.000 LF		
0332	SPV.0090 Special 11. Storm Sewer Pipe PVC 8-inch	50.000 LF	·	:
0334	SPV.0105 Special 01. Emergency Vehicle Preemption and Priority Control System, Intersection of Su	LS	LUMP SUM	·



Wisconsin Department of Transportation

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Proposal Schedule of Items

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Proposal ID: 20190312039 **Project(s):** 4996-01-73

Federal ID(s): WISC 2019172

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	SPV.0105 Special 02. Remove Traffic Signals, Intersection of Superior Ave & Taylor Dr	LS	LUMP SUM	<u> </u>
0338	SPV.0105 Special 03. Vehicle Video Detection System 4-Camera, Intersection of Superior Ave & Tayl	LS	LUMP SUM	
0340	SPV.0105 Special 05. Remove and Relocate Street Light	LS	LUMP SUM	
0342	SPV.0120 Special 01. Water for Seeded Areas	26.000 MGAL		
0344	SPV.0200 Special 01. Sanitary Sewer Manhole Liner	153.000 VF		
	Section: 000	01	Total:	

Total Bid:

PLEASE ATTACH SCHEDULE OF ITEMS HERE