

# HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation  
 DT1502 01/2020 s.66.0901(7) Wis. Stats

Proposal Number: **017**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2195-04-70	WISC 2024065	C Milwaukee Wells Street; N Broadway to N Van Buren Street	STH 032

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 12, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <div style="text-align: center;"><b>SAMPLE NOT FOR BIDDING PURPOSES</b></div>
Contract Completion Time May 15, 2025	
Assigned Disadvantaged Business Enterprise Goal <b>8%</b>	
This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

\_\_\_\_\_  
 (Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
 (Bidder Signature)

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

\_\_\_\_\_  
 (Print or Type Bidder Name)

\_\_\_\_\_  
 (Date Commission Expires)

\_\_\_\_\_  
 (Bidder Title)

Notary Seal

<b>Type of Work:</b>		<b>For Department Use Only</b>	
Grade, Base, Underground Utilities, Storm Sewer, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Landscaping, Signals, Lighting, Signing, Pavement Marking			
Notice of Award Dated		Date Guaranty Returned	

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## 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.

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

<https://wisconsin.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 Express™ 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 Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://www.bidx.com) web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

<https://wisconsin.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 department's 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:
  4. Have a properly executed annual bid bond on file with the department.
  5. 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™ web site.
  2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
 Use Expedite™ 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 Expedite™ 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 envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ 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™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ 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.

#### **B Waiver of Electronic Submittal**

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

**PRINCIPAL**

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**NOTARY FOR PRINCIPAL**

**NOTARY FOR SURETY**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

State of Wisconsin )  
) ss.  
\_\_\_\_\_ County )

State of Wisconsin )  
) ss.  
\_\_\_\_\_ County )

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

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

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

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission 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

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



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

### Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	4
2.	Scope of Work.....	4
3.	Prosecution and Progress.....	4
4.	Traffic.....	9
5.	Holiday and Special Event Work Restrictions.....	12
6.	Utilities.....	12
7.	Other Contracts.....	16
8.	Hauling Restrictions.....	16
9.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.....	16
10.	Erosion Control.....	17
11.	Notice to Contractor – Native American Tribal Coordination.....	18
12.	Notice to Contractor – Signing.....	18
13.	Municipality Acceptance of Sanitary Sewer and Water Main Construction.....	18
14.	Referenced Construction Specifications.....	18
15.	Contractor Coordination.....	18
16.	Coordination with Businesses and Residents.....	19
17.	Public Convenience and Safety.....	19
18.	Removing Traffic Signals E Wells St & N Broadway, Item 204.9060.S.201; Removing Traffic Signals E Wells St & N Milwaukee St, Item 204.9060.S.202; Removing Traffic Signals E Wells St & N Jefferson St, Item 204.9060.S.203; Removing Traffic Signals E Wells St & N Jackson St, Item 204.9060.S.204; Removing Traffic Signals E Wells St & N Van Buren St, Item 204.9060.S.205.....	19
19.	Removing Lighting Units, Item 204.9060.S.301.....	20
20.	Concrete Sidewalk 5-Inch, Item 602.0410.....	20
21.	Topsoil.....	20
22.	Fertilizer Type B.....	21
23.	Landscape Planting Surveillance and Care Cycles.....	22
24.	Traffic Control, General.....	22
25.	Temporary Pedestrian Barricade, Item 644.1810.....	22
26.	Electrical, General.....	22
27.	Traffic Signals, General.....	24
28.	Pedestal Bases, Item 657.0100; Traffic Signal Standards Aluminum 13-FT, Item 657.0420.....	24
29.	Signal Housings.....	24
30.	Signal Mounting Hardware.....	24
31.	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.....	24
32.	Structural Soil, Item SPV.0035.101.....	25
33.	Backfill Slurry, Item SPV.0035.102.....	27
34.	Utility Line Opening, Item SPV.0060.101.....	28

35.	Adjusting Water Valve Boxes, Item SPV.0060.102.....	29
36.	Adjusting Sanitary Sewer Manholes, Item SPV.0060.104.....	29
37.	Catch Basins Type 44A, Item SPV.0060.105; Catch Basins Type 44B, Item SPV.0060.106; Inlet Type 70A, Item SPV.0060.107; Inlet Covers Type 57, Item SPV.0060.108; Manhole Covers Type 58A, Item SPV.0060.109.....	31
38.	CUC Manhole 5-FT Diameter, Item SPV.0060.110.....	31
39.	CUC Manhole Doghouse 4-FT Diameter Installed Over Conduit, Item SPV.0060.111.....	32
40.	Adjusting CUC Manhole Covers, Item SPV.0060.112.....	35
41.	Installing Conduit Into Existing CUC Manhole, Item SPV.0060.114.....	35
42.	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow, Item SPV.0060.115; Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol, Item SPV.0060.116.....	36
43.	Field Facilities Office Space, Item SPV.0060.117.....	38
44.	Temporary No Parking Signs, Item SPV.0060.118.....	38
45.	Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch, Item SPV.0060.201; Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch, Item SPV.0060.202.....	39
46.	Install Precast Controller Base, Item SPV.0060.203.....	40
47.	ATC Controller & Cabinet, Item SPV.0060.204.....	40
48.	Electrical Service Pedestal, Item SPV.0060.205.....	47
49.	EVP 1 Direction Infrared Detector, Item SPV.0060.206; EVP 2 Direction Infrared Detector, Item SPV.0060.207.....	48
50.	EVP Phase Selector Card 4 Channel, Item SPV.0060.208.....	48
51.	EVP Confirmation Light, Item SPV.0060.209.....	48
52.	Pedestrian Countdown Signal Face 12-Inch, Item SPV.0060.210.....	49
53.	Electrical Riser, Item SPV.0060.211.....	49
54.	Lighting Units Salvaged, Item SPV.0060.301.....	50
55.	Poles Type A31 Black Concrete, Item SPV.0060.302.....	50
56.	Luminaire Arms Single Member 6-FT - Special, Item SPV.0060.303.....	54
57.	Luminaires Utility 3 LED, Item SPV.0060.304.....	55
58.	Installing A31 Mounting Clamp (Single Bracket), Item SPV.0060.305.....	57
59.	Watertight Splices and Connections, Item SPV.0060.306.....	58
60.	Installing Lighting Units, Item SPV.0060.307.....	59
61.	Pole Wood 35-FT, Item SPV.0060.308.....	60
62.	Concrete Light Bases Type 1, Item SPV.0060.309.....	60
63.	Marking Stop Line Epoxy 24-Inch, Item SPV.0090.102; Marking Crosswalk Epoxy Transverse Line 12-Inch, Item SPV.0090.103.....	61
64.	Storm Sewer Pipe PVC 12-Inch, Item SPV.0090.104.....	61
65.	4-Inch Nonmetallic Conduit Concrete Encased 2-Duct, Item SPV.0090.105; 4-Inch Nonmetallic Conduit Concrete Encased 6-Duct, Item SPV.0090.107; 4-Inch Nonmetallic Conduit Concrete Encased 8-Duct, Item SPV.0090.108.....	62
66.	Concrete Curb & Gutter HES 19-Inch, Item SPV.0090.109; Concrete Curb & Gutter HES 31-Inch, Item SPV.0090.110.....	66
67.	Fiber Optic Cable Outdoor Plant 144-Count, Item SPV.0090.111; Fiber Optic Cable Outdoor Plant 12-Count, Item SPV.0090.112.....	66
68.	Electrical Cable Type 4#2/1#8 XLP, Item SPV.0090.301.....	67

69.	Cable Aerial Aluminum 4 AWG Quadruplex, Item SPV.0090.302; Cable Aerial Aluminum 6 AWG Quadruplex, Item SPV.0090.303.....	69
70.	Cable Type UF 3#10 AWG Grounded, Item SPV.0090.304; Cable Type UF 3#12 AWG Grounded, Item SPV.0090.305. ....	70
71.	Liquidtight Flexible Non-Metallic Conduit 1 ½-Inch, Item SPV.0090.306. ....	70
72.	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel, Item SPV.0165.101. ....	71
73.	Concrete Sidewalk HES 5-Inch, Item SPV.0165.102. ....	72
74.	Concrete Sidewalk 8-Inch, Item SPV.0165.103. ....	72
75.	Track Zone Removal, Item SPV.0180.101. ....	72
76.	Management of Solid Waste, Item SPV.0195.101. ....	73

## STSP'S Revised June 29, 2023

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 2195-04-70, C Milwaukee Wells Street, N Broadway to N Van Buren Street, STH 32, Milwaukee 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, 2024 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 (20230629)

#### 2. Scope of Work.

The work under this contract shall consist of pavement removal, excavation common, storm sewer, city underground conduit, base aggregate dense, concrete curb and gutter, concrete pavement, asphalt pavement, concrete sidewalk, signing, pavement marking, street lighting, traffic signals, traffic control, erosion control, restoration, 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 10 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, bridges and culverts. Tree clearing areas specified in plans are not considered suitable summer habitat for NLEB and no tree clearing restrictions apply to those locations. 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).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 1 to October 31, both dates inclusive.

Tree clearing is limited to that which is specified in the plans. Contractor means and methods to remove additional trees will not be allowed. If it is determined that additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.



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.

**Interim Completion and Liquidated Damages – Wells Street (N Broadway to Station 55+00): July 2, 2024**

Complete Stages 1 and 2 construction operations on Wells Street between N Broadway and Station 55+00 to the stage necessary to reopen it to through traffic by July 2, 2024. Do not reopen until completing the following work: all contract work excluding the HMA surface layer, tree plantings, traffic signals, permanent street lighting, temporary pavement marking, and permanent signing.

If the contractor fails to complete the work necessary to reopen Wells Street to traffic by July 2, 2024, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on July 3, 2024. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

**Additional Work Option**

Between N Jackson Street and N Van Buren Street, from Station 60+50 to Station 63+00, work may be completed for Stages 3 and 4 simultaneously with Stages 1 and 2. If this work commences it shall be subject to the same interim completion date as Stages 1 and 2; however, Wells Street between N Jackson Street and N Van Buren Street may be reopened prior to July 3, 2024 after closing all open trenches, reestablishing the existing roadway surface with temporary asphalt, and reestablishing sidewalk surfaces with concrete or temporary pedestrian surfaces and temporary pedestrian barricades.

**Interim Completion and Liquidated Damages – Wells Street: November 8, 2024**

Complete construction operations on Wells Street to the stage necessary to reopen it to through traffic by November 8, 2024. Do not reopen until completing the following work: all contract work excluding tree plantings and care cycles.

If the contractor fails to complete the work necessary to reopen Wells Street to traffic by November 8, 2024, the department will assess the contractor \$2,500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 9, 2024. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

**Special Events Shutdown**

Shutdown will commence on July 3, 2024 to accommodate the Bastille Days festival and the Republican National Convention. Do not resume work until July 22, 2024. Provide a start date in writing at least 14 days prior to the planned recommencement of work. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Prior to the shutdown entirely clear the traveled way and sidewalks of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the special event periods. This requirement also includes all sideroads.

**Special Event – Jazz in the Park**

The special event Jazz in the Park will be held every Thursday evening from 5:00 PM to 9:00 PM from June 2024 through August 2024 and from June 2025 through August 2025 at Cathedral Square Park. During these time periods cease all work operations between Station 55+00 and Station 64+03.

## Pedestrian Access at Properties/Businesses

Maintain pedestrian access to adjacent properties and businesses at all times as the plans show and as directed by the engineer. Coordinate with each property owner and/or business to determine delivery schedules and peak time periods of usage near, into, and out of doorway access points. Notify property owners and businesses at least 48 hours prior to removal and construction of sidewalk near their access point.

Perform removal and construction of sidewalk in such a way that minimizes impacts to the adjacent property or business operations. Schedule removal and construction of sidewalk near doorway access points such that the time period between the removal and construction is minimized. When closing sidewalks in front of doorway access points for sidewalk removal and construction, and the doorway is the only one serving the property or business, restore temporary access to the doorway within 2 hours of removing the sidewalk or constructing the new sidewalk. Temporary access shall be ADA-compliant to the maximum extent feasible. Obtain approval from the engineer for the methods and materials to be used to restore temporary access. Remove the temporary access when it is no longer needed, as determined by the engineer.

When sidewalk is to be constructed at a doorway access point, regardless of the number of other access points to the property or business, the sidewalk shall be high early strength concrete. Obtain approval from the engineer for sidewalk areas that will be constructed with high early strength concrete.

The contractor may make other arrangements with individual property owners and businesses prior to construction. The arrangement shall be in writing, signed by the contractor and property/business owner, and approved by the engineer.

## Pedestrian Access Through the Work Zone

Construct the curb ramps at each intersection sequentially, only working in one quadrant of an intersection at a time to minimize pedestrian disruption. During the Jefferson Street and Jackson Street intersection closures curb ramp work may proceed at the corners within the work zone concurrently. Provide temporary pedestrian surfaces, temporary pedestrian barricades, temporary curb ramps, and temporary detectable warning fields through the work zone as the plans show and as directed by the engineer.

Place temporary pedestrian barricades adjacent to the work zone at sidewalk locations that are open to pedestrian traffic.

## Driveways/Alleys

Notify property owners at least 48 hours prior to removing a driveway approach from service. Schedule removal and construction of driveways such that the time between the removal and construction is minimized. Construction of driveways shall include, but is not limited to, the following three methods:

1. HES Concrete: construct driveway and curb and gutter with high early strength concrete.
2. Halves: construct driveway one half at a time.
3. No Restrictions.

Address	Location	Construction Method
330 E Wells Street	Station 51+10 LT	Halves
Alley	Station 51+75 RT	HES Concrete
Alley	Station 55+10 LT	HES Concrete
Alley	Station 55+10 RT	HES Concrete
520 E Wells Street	Station 58+00 LT	No Restrictions
788 N Jefferson Street	Station 58+00 RT (loading dock)	HES Concrete
788 N Jefferson Street	Station 58+20 RT (exit lanes from parking structure)	Halves
788 N Jefferson Street 545 E Wells Street	Station 58+45 RT (private alley)	HES Concrete
802 N Jackson Street	Station 62+15 LT	Halves

Driveways designated to be constructed in halves may be constructed with HES concrete. Driveways designated to be constructed with HES concrete shall be constructed the same day the existing driveway pavement is removed.

The contractor may make other arrangements with individual property owners and businesses prior to driveway removal. The arrangement shall be in writing, signed by the contractor and property/business owner, and approved by the engineer.

### **Temporary Asphalt Wedging**

At locations that vehicular traffic and access will be maintained, provide temporary means to prevent grade differences greater than 2 inches between milled surfaces and existing or newly paved surfaces (both longitudinal and transverse) and temporary means to accommodate traffic across staged construction of concrete pavement. Bridge vertical differences using slopes of 12:1 or greater through milling of existing HMA pavement, through temporary asphalt wedging, through the use of wedge/tapered joint as part of mainline HMA paving, or through other means as approved by the engineer. Work to remove temporary pavements or to remove longitudinal wedge/tapered joints to be paid for as removing asphaltic surface butt joints. Temporary asphalt wedging placed separately from mainline HMA paving operations to be paid for as asphaltic surface temporary. At locations where pedestrian access will be maintained, provide temporary means to prevent grade differences greater than 1/4-inch. Bridge vertical differences using slopes of 12:1 or greater through temporary asphalt wedging or through other means approved by the engineer. Temporary asphalt wedging placed separately from mainline HMA paving operations to be paid for as temporary pedestrian surface asphalt. Work to maintain and remove temporary pavements incidental to temporary pedestrian surface asphalt.

### **792 N Broadway**

Maintain full use of existing parking stalls and do not infringe into the marked zone of the stalls. Remove and construct the parking lot within the grading limits as shown on the plans in the following manner:

Day A: Sawcut and remove the existing parking lot and replace with a gravel surface flush with the remaining adjacent pavement.

Day B: Construct the aggregate base and the asphalt pavement of the parking lot. Construction of the aggregate base and asphalt pavement may be done on Day A.

Maintain access to the driveway on the east side of N Broadway at all times. Do not open-cut trenches across the driveway unless written approval is received from the engineer and the property owner.

### **Streetcar Coordination**

Coordinate with the city's streetcar manager and the streetcar operator, Transdev, for all questions, concerns, and construction operations that will affect streetcar operations.

City of Milwaukee Streetcar Manager  
Andrew Davis-Lockward  
(414) 286-5453  
[adaloc@milwaukee.gov](mailto:adaloc@milwaukee.gov)

Transdev General Manager  
Terry Mulcahy  
(414) 286-6221  
[Terry.mulcahy@transdev.com](mailto:Terry.mulcahy@transdev.com)

Transdev Maintenance Manager  
Marcus Darden  
(414) 286-6258  
[Marcus.darden@transdev.com](mailto:Marcus.darden@transdev.com)

All contractor field staff shall complete streetcar training, as provided by Transdev, prior to the start of construction. Training sessions can be scheduled by contacting Shannon Billingsley at [shannon.billingsley@transdev.com](mailto:shannon.billingsley@transdev.com) or (414) 286-6217.

Prior to performing any work adjacent to the streetcar tracks or streetcar equipment obtain a Streetcar Alignment Access Request (SAAR) permit. Obtain a permit when stationary equipment or personnel has the potential to encroach into the streetcar operating envelope. The operating envelope is defined as follows:

- Within 6 feet of the center line of the track
- Within 10 feet of an OCS wire
- Within 10 feet of the traction power substation (TPSS)
- Within 10 feet of the associated TPSS underground wiring

Retain a copy of the permit at the worksite.

The streetcar will remain in service during construction during its normal operating hours. Operating hours are as follows:

5:00 AM to 12:00 AM Monday – Friday

7:00 AM to 12:00 AM Saturday

7:00 AM to 10:00 PM Sunday

Streetcar frequency is approximately every 15 minutes. Temporarily cease operations and clear the tracks of all equipment, materials, and personnel when a streetcar is within the work zone or as directed by Transdev personnel. Prior to a streetcar arrival close any open excavations and eliminate any vertical drop offs that are more than 2 ½ inches below track grade that are within 10 feet of the center line of the track. Do not work on both sides of the streetcar tracks simultaneously.

The overhead catenary electrical system (OCS) must be considered live and hot at all times. Electrical power removal must be confirmed in the field with designated Streetcar Maintenance power personnel.

### **Tree Plantings**

Do not commence tree plantings and landscape surveillance and care cycles until May 1, 2025.

### **Bicycle Racks**

The City of Milwaukee will remove bicycle racks during construction. Contact James Washington at (414) 286-3982 at least 3 days prior to needing the racks removed.

### **City of Milwaukee Parking Meters**

Prior to construction, the removal of the existing parking meters will be completed by City of Milwaukee forces. Contact Natalie Herman (414) 286-5929 three weeks prior to the construction start date.

Prior to the construction of the sidewalk, City of Milwaukee forces will place sign sockets for the new parking meters to be poured around. Contact Natalie Herman (414) 286-5929 ten working days prior to the commencement of sidewalk construction.

### **Signalized Intersections**

There are five existing signalized intersections within the limits of the project at the following intersections with E Wells Street:

- N Broadway
- N Milwaukee Street
- N Jefferson Street
- N Jackson Street
- N Van Buren Street

Existing pullboxes and signal bases will be abandoned by the city for removal by contractor. Provide bases, PVC conduit, cabling, polymer concrete pullboxes, fiber optic cable, and inter-duct. Install above-ground traffic signal standards, monotube poles, monotube arms, traffic signal heads, signal cabinets, and any additional permanent traffic control equipment. Electrical service for all six signals will be provided by the City of Milwaukee. The signal cabinet bases will be provided by the City of Milwaukee and installed by the contractor.

### **Milwaukee County Transit System**

The Milwaukee County Transit System (MCTS) operates the following bus routes within the construction limits: 30 (Van Buren-Jackson). Bus stop locations are located at the northwest corner of the Wells Street/N Jackson Street intersection and the southeast corner of the Wells Street/N Van Buren Street intersection. MCTS plans to detour this route off of N Jackson Street and N Van Buren Street.

Invite MCTS to all coordination meetings between the contractor, the department, local officials, and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify MCTS at least 10 business days prior to beginning work. If necessary, MCTS will remove their existing bus stop signs and shelters before work begins and re-install or replace bus stop signs and shelters before new pavement opens to vehicular traffic.

The MCTS contacts are:

Armond Sensabaugh  
Transportation Coordinator (Detours)  
Milwaukee County Transit System  
Phone: (414) 343-1728  
[asensabaugh@mcts.org](mailto:asensabaugh@mcts.org)

David Locher  
Transportation Manager (Bus Stops)  
Milwaukee County Transit System  
Phone: (414) 343-1727  
[dlocher@mcts.org](mailto:dlocher@mcts.org)

## **4. Traffic.**

Maintain access for emergency vehicles at all times. Maintain access for local vehicular traffic at various segments within the work zone as shown on the traffic control plans. Maintain sidewalk access for pedestrians on one side of the road at any given time. Maintain cross access for vehicles and pedestrians through the work zone as shown on the traffic control plans.

Close Wells Street to through traffic for the duration of the project except during the Bastille Days festival and Republican National Convention from July 3, 2024 to July 22, 2024. Prior to the closure implement the detour routes for northbound STH 32 and westbound USH 18 as shown on the plans. Do not begin any other work until the detour route has been implemented.

### **Stage 1**

Close Wells Street to through traffic between N Broadway and Station 55+00.

Between N Broadway and Station 51+75 maintain access for local vehicular traffic on the south side of Wells Street for access to the Old National Bank and the alley. Provide a minimum width of 16 feet on either the existing roadway pavement or a temporary gravel surface.

During Stage 1A maintain the existing travel lanes for local vehicular traffic on N Milwaukee Street. Close N Milwaukee Street to vehicular traffic except for the streetcar when working within 10 feet of the centerline of the tracks. The total closure time shall not exceed 5 calendar days.

During Stage 1B maintain the existing northbound travel lane for local vehicular traffic on N Milwaukee Street. Close southbound N Milwaukee Street to all traffic. Close northbound N Milwaukee Street to vehicular traffic except for the streetcar when working within 10 feet of the centerline of the tracks. The total closure time shall not exceed 5 calendar days.

Maintain the existing sidewalk on the south side of Wells Street. Provide temporary pedestrian accommodations as shown on the plans for the north-south pedestrian crossings through the work zone at N Broadway and N Milwaukee Street.

Maintain the existing signal operations at N Broadway. Set the traffic signals at N Milwaukee Street to flashing red mode for all directions.

## **Stage 2**

Close Wells Street to through traffic between N Broadway and Station 55+00.

Between N Broadway and Station 51+75 maintain access for local vehicular traffic on the north side of Wells Street for access to the Old National Bank and the alley. Provide a minimum width of 12 feet on either the existing roadway pavement, a temporary gravel surface, or the binder layer of finished HMA pavement.

During Stage 2A maintain the existing northbound travel lane for local vehicular traffic on N Milwaukee Street. Close southbound N Milwaukee Street to all traffic. Close northbound N Milwaukee Street to vehicular traffic except for the streetcar when working within 10 feet of the centerline of the tracks. The total closure time shall not exceed 5 calendar days.

During Stage 2B maintain the existing travel lanes for local vehicular traffic on N Milwaukee Street. Close N Milwaukee Street to vehicular traffic except for the streetcar when working within 10 feet of the centerline of the tracks. The total closure time shall not exceed 5 calendar days.

Maintain either the existing sidewalk or the newly-constructed sidewalk on the north side of Wells Street. Provide temporary pedestrian accommodations as shown on the plans for the north-south pedestrian crossings through the work zone at N Broadway and N Milwaukee Street.

Maintain the existing signal operations at N Broadway. Set the traffic signals at N Milwaukee Street to flashing red mode for all directions.

Construct temporary asphalt between Station 54+50 and Station 55+00 as shown on the plans. Maintain drainage with temporary asphaltic curb. Close all holes to finished grade.

Apply temporary pavement markings as shown on the plans between Station 50+25 and Station 55+00.

## **Shutdown**

From July 3, 2024 to July 22, 2024 reopen all lanes of traffic and sidewalks on Wells Street and all side roads. Reactivate the traffic signals at N Milwaukee Street to their original operation mode prior to construction.

## **Stage 3**

Close Wells Street to through traffic between Station 55+00 and N Van Buren Street. During Stage 3A close westbound Wells Street just east of N Van Buren Street. During Stage 3B install a stop sign for westbound Wells Street at N Van Buren Street.

Between N Jefferson Street and N Jackson Street maintain access for eastbound local vehicular traffic on the south side of Wells Street. Provide a minimum width of 12 feet on either the existing roadway pavement or a temporary gravel surface.

Between N Jackson Street and just west of N Van Buren Street maintain access for local vehicular traffic on the south side of Wells Street. Provide a minimum width of 16 feet on either the existing roadway pavement or a temporary gravel surface.

Maintain access for local vehicular traffic on N Jefferson Street and N Jackson Street on the existing travel lanes. During Stage 3A close the N Jefferson Street intersection. During Stage 3B close the N Jackson Street intersection. These intersection closures shall not occur simultaneously. Intersection closures shall be 21 calendar days maximum for each intersection.

Maintain access for through traffic on N Van Buren Street. Provide a minimum of one 12-foot lane on the existing roadway pavement or the binder layer of finished HMA pavement. Temporary gravel surfaces will not be allowed.

Maintain the existing sidewalk on the south side of Wells Street. Provide temporary pedestrian accommodations as shown on the plans for the north-south pedestrian crossings through the work zone at Station 55+10, N Jefferson Street, N Jackson Street, and Station 61+35.

Set the traffic signals at N Jefferson Street and N Jackson Street to flashing red mode for all directions. Turn off or remove the traffic signals at N Van Buren Street.

#### **Stage 4**

Close Wells Street to through traffic between Station 55+00 and N Van Buren Street. During Stage 4 install a stop sign for westbound Wells Street at N Van Buren Street.

Between N Jefferson Street and N Jackson Street maintain access for eastbound local vehicular traffic on the north side of Wells Street. Provide a minimum width of 12 feet on either the existing roadway pavement, a temporary gravel surface, or the binder layer of finished HMA pavement.

Between N Jackson Street and just west of N Van Buren Street maintain access for local vehicular traffic on the north side of Wells Street. Provide a minimum width of 12 feet on either the existing roadway pavement, a temporary gravel surface, or the binder layer of finished HMA pavement.

Maintain access for local vehicular traffic on N Jefferson Street and N Jackson Street on the existing travel lanes. During Stage 4A close the N Jackson Street intersection. During Stage 4B close the N Jefferson Street intersection. These intersection closures shall not occur simultaneously. Intersection closures shall be 21 calendar days maximum for each intersection.

Maintain access for through traffic on N Van Buren Street. Provide a minimum of one 12-foot lane on the existing roadway pavement or the binder layer of finished HMA pavement. Temporary gravel surfaces will not be allowed.

Maintain either the existing sidewalk or the newly-constructed sidewalk on the north side of Wells Street. Provide temporary pedestrian accommodations as shown on the plans for the north-south pedestrian crossings through the work zone at Station 55+10, N Jefferson Street, and N Jackson Street.

Set the traffic signals at N Jefferson Street and N Jackson Street to flashing red mode for all directions. Turn off or remove the traffic signals at N Van Buren Street.

#### **Stage 5**

Close the parking lanes along Wells Street and N Broadway at the northwest and southwest corners of the intersection as shown on the plans. Maintain all existing travel lanes.

Provide temporary pedestrian accommodations around the work zone as shown on the plans.

#### **Wisconsin Lane Closure System Advance Notification**

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

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

<b>Closure type with height, weight, or width restrictions (available width, all lanes in one direction &lt; 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
<b>Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
Shoulder Closures	3 calendar days
Lane closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

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

**5. Holiday and Special Event Work Restrictions.**

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

- From noon Friday, May 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024 to 6:00 AM Monday, July 22, 2024 for Independence Day, Bastille Days festival, and the Republican National Convention;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day;

stp-107-005 (20210113)

**6. Utilities.**

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

stp-107-066 (20080501)

The following utility owners have facilities within the project area. Facilities will be relocated as noted below. The locations of utility installations as described in this article are approximate.

**AT&T Local Network – Communications**

Underground facilities are located along the south side of Wells Street from N Broadway to N Milwaukee St and along the west side of N Milwaukee Street.

Two manholes are located on Wells Street, one at the southeast corner of the N Broadway intersection and one at the southwest corner of the N Milwaukee Street intersection. AT&T Local Network will adjust the manhole covers during construction. Contact them at least 21 calendar days prior to needing the covers adjusted. AT&T Local Network anticipates that each adjustment will take 2 working days.



### **AT&T Wisconsin - Communications**

Underground facilities are located along the south side of Wells Street between N Broadway and N Milwaukee Street and along the east side of N Milwaukee Street.

Two manholes are located on Wells Street, one at Station 51+80 RT and one at the southeast corner of the N Milwaukee Street intersection. AT&T Wisconsin will adjust the manhole covers during construction. Contact them at least 10 working days prior to needing the covers adjusted. AT&T Wisconsin anticipates that each adjustment will take 1 working day.

### **City of Milwaukee – Communications**

City fiber optic cables will be installed as part of this contract. Existing fiber optic is located within existing City Underground Conduit ducts between N Broadway and N Milwaukee Street. These existing facilities will remain.

### **City of Milwaukee – City Underground Conduit**

City underground conduit (CUC) will be replaced as part of this contract. Some facilities will remain in place along the north side of Wells Street between N Broadway and N Milwaukee Street, and along N Van Buren Street.

### **City of Milwaukee – Electric**

Underground and aboveground streetcar electric facilities are located between and at the N Broadway and N Milwaukee Street intersections. No conflicts are anticipated. Coordinate with the City of Milwaukee and Transdev as noted in the Prosecution and Progress article.

### **City of Milwaukee – Sewer**

Combined sewer laterals will be replaced as part of this contract. Combined sewer manhole covers and catch basin covers will be adjusted to final grade as part of this contract.

Sanitary sewer manholes will be adjusted to final grade as part of this contract.

### **City of Milwaukee – Lighting**

The City of Milwaukee will install a temporary wood pole at the southwest corner of N Milwaukee Street prior to construction. The city anticipates that this installation will take 3 working days.

Street lighting will be replaced as part of this contract. Some street light poles will remain in place at N Broadway, N Milwaukee Street, N Jefferson Street, and N Jackson Street.

### **City of Milwaukee – Water**

Underground water mains, at-grade hydrants, and at-grade water valves are present throughout the project limits.

The city will make alterations prior to construction as follows:

Station 53+67 RT: 12-inch water main will be relocated around the catch basin.

Station 53+81 LT: valve will be relocated.

Station 63+20: insulation will be installed around the 12-inch water main.

Station 63+78 RT: valve will be relocated.

The city anticipates that these alterations will take 12 working days.

Water valves will be adjusted to final grade as part of this contract.

### **City of Milwaukee – Signals**

Traffic signals will be replaced as part of this contract. Some traffic signal poles and the attached traffic signal equipment will remain in place at N Broadway, N Milwaukee Street, N Jefferson Street, and N Jackson Street.

### **Crown Castle Fiber LLC**

Underground facilities are located within the existing CUC ducts along N Van Buren Street.

No conflicts are anticipated.

### **Everstream – Communications**

Underground facilities are located along the east side of N Milwaukee Street, the south side of Wells Street from N Milwaukee Street to N Jefferson Street, and along the north side of Wells Street from just east of N Jefferson Street through the N Van Buren Street intersection.

Everstream will adjust facilities during construction at the following locations:

Station 53+78: Everstream will lower the conduits in place.

Station 58+70: Everstream will lower the conduits in place.

Station 63+80 LT: Everstream will relocate the conduit.

Station 64+00 LT: Everstream will lower the conduit in place.

Contact Everstream at least 7 calendar days prior to excavation work occurring at these locations. Everstream anticipates that the adjustments of these facilities will take 3 working days per location.

### **Level 3 Communications LLC – Communications**

Underground facilities are located within ducts owned by AT&T.

No conflicts are anticipated.

### **Midwest Fiber Networks LLC – Communications**

Underground facilities are located along the south side of Wells Street between N Jefferson Street and N Jackson Street.

No conflicts are anticipated.

### **Milwaukee County Parks Department – Electric**

Underground facilities are located outside the construction limits at Cathedral Square Park.

No conflicts are anticipated.

### **Milwaukee Metropolitan Sewerage District (MMSD) – Sewer**

Underground facilities are located along the west side of N Milwaukee Street.

At-grade manholes are located on Wells Street just west of the N Milwaukee Street intersection and on N Milwaukee Street just north of Wells Street.

No conflicts are anticipated.

### **PaeTec Communications, LLC – Communications**

Underground facilities are located along the west side of N Jefferson Street, the south side of Wells Street between N Jefferson Street and N Jackson Street, and the east side of N Jackson Street. Two manholes are marked as "Ovation" at the southwest corner of N Jefferson Street and the southeast corner of N Jackson Street.

Paetec will adjust facilities during construction at the following storm sewer crossing locations:

Station 56+63, 67' LT

Station 57+19 to Station 57+60, 22' RT

Paetec will adjust manhole covers during construction.

Contact Paetec at least 10 working days prior to needing facilities adjusted. Paetec anticipates that this work will take 6 working days to complete.

### **Spectrum – Communications**

Underground facilities are located throughout the project limits. Spectrum will relocate a handhole prior to construction at Station 52+80 LT. This handhole relocation was completed in October 2023. Spectrum will adjust facilities during construction at the following locations:

Station 56+46

Station 59+78

Station 63+16

Station 63+75 LT

Contact Spectrum at least 7 working days prior to excavation near these locations. Spectrum anticipates that adjustment work will take 3 working days per location.

### **Verizon Business – Communications**

Underground facilities are located along the south side of Wells Street from N Milwaukee Street to N Jackson Street and along the east side of N Jefferson Street and N Jackson Street. No conflicts are anticipated.

### **Verizon Wireless – Communications**

Aboveground small cell poles and underground vaults are located at the southeast corner of N Milwaukee Street and the northwest corner of N Jackson Street. These poles and vaults will remain in place and no conflicts are anticipated.

### **We Energies – Electric**

Underground facilities are located throughout the project limits.

We Energies Electric will adjust 18 manhole covers during construction. Contact them at least 14 working days prior to needing manholes adjusted. We Energies Electric anticipates that 2 manholes can be adjusted per 1 working day for a total of 9 working days.

### **We Energies – Gas**

Underground facilities are located throughout the project limits. Conflicts resolutions are as follows:

- Station 52+75 RT to Station 53+26 RT: We Energies Gas will relocate the gas main around the proposed storm sewer catch basins.
- Station 53+08: We Energies Gas will lower the 4-inch gas main in place and remove the existing 3-inch main.
- Station 56+15 RT to Station 56+58 RT: We Energies Gas will relocate the gas main further east to avoid the proposed storm sewer catch basin.
- Station 56+58: We Energies Gas will install a new 12-inch gas main along N Jefferson Street. The existing 20-inch gas main will be discontinued.

- Station 59+75 RT: We Energies Gas will relocate the service tie-in to avoid the proposed storm sewer catch basin.
- Station 60+31 to Station 61+77: We Energies Gas will discontinue the 2-inch gas main along Wells Street.

We Energies Gas will relocate gas mains prior to construction. We Energies Gas anticipates that this work will take 60 working days.

Valve box adjustments will be completed during construction. Notify We Energies Gas at least 14 calendar days prior to needing valve boxes adjusted. Notify them again at least 3 working days prior to needing valve boxes adjusted. Each valve box adjustment is estimated to take 4 hours to complete and We Energies anticipates that the adjustment of all valve boxes will take 5 working days.

### **We Energies – Steam**

Underground deep tunnel facilities are located along the north side of Wells Street from N Broadway to N Jefferson Street. Underground steam trench boxes are located along the north side of Wells Street from N Jefferson Street to N Van Buren Street. There are also steam trench boxes along N Milwaukee Street, N Jefferson Street, N Jackson Street, and N Van Buren Street.

We Energies Steam will adjust manhole covers during construction. Contact them at least 10 working days prior to needing the manhole covers adjusted. We Energies Steam anticipates that each adjustment will take 2 working days.

## **7. Other Contracts.**

The City of Milwaukee will be resurfacing N Van Buren Street from Wisconsin Avenue to Brady Street concurrently with construction operations under this contract. Coordinate construction operations, including traffic control, pavement marking, and traffic signals with the contractor for that project. The City of Milwaukee contact for the resurfacing project is Mike Amsden, [mamsde@milwaukee.gov](mailto:mamsde@milwaukee.gov), (414) 286-3246.

## **8. Hauling Restrictions.**

Conduct operations in a manner that will cause a minimum of inconvenience to the free flow of vehicles on sideroads near the work zone. The contractor will be allowed access to these roads at locations approved by the engineer.

Hauling will not be allowed on N Milwaukee Street north of Wells Street.

## **9. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.**

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

<https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp>

A certificate of permit coverage is available from the regional office by contacting Ryan Schnurer at (262) 548-8730. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

## 10. Erosion Control.

*Supplement standard spec 107.20 with the following:*

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas, (920) 893-8529, [ryan.pappas@wisconsin.gov](mailto:ryan.pappas@wisconsin.gov). Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

### **Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations**

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html).

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

### **Maintaining Drainage**

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

**11. Notice to Contractor – Native American Tribal Coordination.**

In the event that human remains or archaeological materials are exposed as a result of project activities stop work immediately. Contact the Forest County Potawatomi Community for consultation regarding treatment and disposition of the find prior to removal. The tribal contact is as follows:

Michael LaRonge  
Forest County Potawatomi Community  
8130 Mish ko Swen Drive  
PO Box 340  
Crandon, WI 54520  
Phone: (715) 478-7354  
E-mail: [Michael.LaRonge@FCPotawatomi-nsn.gov](mailto:Michael.LaRonge@FCPotawatomi-nsn.gov)

**12. Notice to Contractor – Signing.**

The City of Milwaukee will remove all existing signs and install all permanent signs except for state trunk highway signs as shown on the plans. Contact Kevin Antczak at least 10 working days prior to the start of construction to remove the existing signs and at least 10 working days prior to the interim completion dates.

Kevin Antczak  
[kantcz@milwaukee.gov](mailto:kantcz@milwaukee.gov)  
(414) 286-3236

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

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

stp-105-001 (20140630)

**14. Referenced Construction Specifications.**

Construct the work enumerated below conforming to the Standard Specifications for Sewer and 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:

Adjusting sanitary sewer manholes  
Adjusting water valve boxes

**15. Contractor Coordination.**

Attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input. Subcontractors shall be in attendance at the weekly progress meetings if identified on the two week "look ahead".

**16. Coordination with Businesses and Residents.**

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

stp-108-060 (20141107)

**17. Public Convenience and Safety.**

*Revise standard spec 107.8(6) as follows:*

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

stp-107-001 (20060512)

**18. Removing Traffic Signals E Wells St & N Broadway, Item 204.9060.S.201;  
Removing Traffic Signals E Wells St & N Milwaukee St, Item 204.9060.S.202;  
Removing Traffic Signals E Wells St & N Jefferson St, Item 204.9060.S.203;  
Removing Traffic Signals E Wells St & N Jackson St, Item 204.9060.S.204;  
Removing Traffic Signals E Wells St & N Van Buren St, Item 204.9060.S.205.**

**A Description**

This special provision describes removing existing traffic signals conforming to standard spec 204.

**B (Vacant)**

**C Construction**

Notify the City of Milwaukee's Traffic Signal Field Operations at (414) 286-5941 at least 5 business days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials to the City of Milwaukee Public Works Facility at 1540 W Canal Street, Milwaukee, WI 53233. Contact City Traffic Signal Field Operations at (414) 286-5941 office, or (414) 708-5148 mobile at least 5 business days prior to delivery to make arrangements.

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

**D Measurement**

The department will measure Removing Traffic Signals (Location) by each intersection, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.201	Removing Traffic Signals E Wells St & N Broadway	EACH
204.9060.S.202	Removing Traffic Signals E Wells St & N Milwaukee St	EACH
204.9060.S.203	Removing Traffic Signals E Wells St & N Jefferson St	EACH
204.9060.S.204	Removing Traffic Signals E Wells St & N Jackson St	EACH
204.9060.S.205	Removing Traffic Signals E Wells St & N Van Buren St	EACH

stp-204-025 (20230113)

## 19. Removing Lighting Units, Item 204.9060.S.301.

### A Description

This special provision describes removing lighting units conforming to standard spec 204.

### B Materials

High pressure sodium (HPS) light fixtures and bulbs are considered hazardous material and disposal shall be done according to the article Lamp, Ballast, LED, Switch Disposal by Contractor. All other removed material shall become the property of the contractor and be disposed of properly off the project site.

### C Construction

Remove lighting units consisting of pole, arm, clamp, luminaire, lamp, internal riser wires, breakaway device, and associated hardware and appurtenances.

Do not remove lighting units until the engineer inspects and approves the temporary lighting or permanent lighting, as applicable, that is placed in operation.

### D Measurement

The department will measure Removing Lighting Units by each removal, acceptably completed.

### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.301	Removing Lighting Units	EACH

The department will pay separately for disconnecting and disposal of lighting units under the bid item Lamp, Ballast, LED, Switch Disposal by Contractor.

stp-204-025 (20230113)

## 20. Concrete Sidewalk 5-Inch, Item 602.0410.

Add the following to standard spec 602.3:

Stamp ends of all monolithic portland cement concrete surfaces with a stamp bearing the contractor's name and the year of construction. Make all letters 2-inches in height.

## 21. Topsoil.

Replace standard spec 625.2(1) with the following:

- (1) Topsoil consists of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure the topsoil consists of the following:



Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand	10%	70%

\*Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

*Add the following to standard spec 625.2:*

- (3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

*Replace standard spec 625.3.3(3) with the following:*

- (3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

## **22. Fertilizer Type B.**

*Replace standard spec 629.2.1.3 with the following:*

- (1) Fertilizer Type B Special will conform to the following requirements:
  - Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.
  - Phosphorus, not less than 15%
  - Potash, not less than 9%
- (2) The total nitrogen, phosphorus, and potash shall equal at least 48 percent.

*Replace standard spec 629.3.1.3 with the following:*

- (1) Apply fertilizer containing at least 48 percent total nitrogen, phosphorus, and potash at 5 pounds per 1,000 square feet unless otherwise directed by the engineer. For Fertilizer Type B Special that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

Conversion Factor = 48 / New Percentage of Components

*Replace standard spec 629.4(1) with the following:*

- (1) The department will measure Fertilizer Type B, Special by the hundred pounds (CWT) acceptably completed, measured based on the application rate of 5 pounds per 1,000 square feet. The department will not measure fertilizer used for the bid items under 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of cwt. of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

SER-629-001 (20230109)

**23. Landscape Planting Surveillance and Care Cycles.**

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$100 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

A one year establishment period will be used for this contract, and in accordance with standard spec 632.3.18.3.

**24. Traffic Control, General.**

Prior to any work being performed, place appropriate traffic control signing, devices, and temporary and permanent pavement marking as detailed on the plans, in the Standard Detail Drawings, and in conformance with these specifications. Do not proceed with any operation until all traffic control devices for such work are in the proper location, as approved by the engineer.

Place cones and drums for lane closures 2-foot minimum from edge of live traffic lane except as shown on the plans. Cones and drums placed adjacent to the work areas shall be pulled back from the traveled lane when work is not in progress.

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

**25. Temporary Pedestrian Barricade, Item 644.1810.**

*Add the following to standard spec 644.4:*

- (2) The department will measure Temporary Pedestrian Barricade only once at intersection corners for staged curb ramp construction. The department will not measure subsequent moves and installations to accommodate staged curb ramp construction.

**26. Electrical, General.**

See plan construction details for additional information.

Contractor shall make wiring disconnections except at locations where the City of Milwaukee will be installing risers for tying overhead circuitry back into underground circuitry. See lighting removal plans for additional information.

*Add the following to standard specs 651, 652, 653, 654, 655, 656, 657 and 659:*

All the work necessary to comply with revisions to standard specifications mentioned herewith shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment will be made to the contractor.

*Add the following to standard spec 651.2:*

Materials indicated to be returned to the City of Milwaukee shall be hauled to City of Milwaukee Electrical Services Shop, 1540 W Canal Street, Milwaukee, WI 53233, as directed by Mr. Mark Macrae – (414) 286-5928.

Arrange pickups and deliveries 5 days in advance and during regular business hours (Monday – Thursday 7:00 AM to 3:45 PM).

*Add the following to standard spec 651.3.1:*

- (8) Any circuit that the City of Milwaukee street lighting personnel does not tag out at the disconnect shall be considered live. All tag-outs (if required) will be done by City of Milwaukee street lighting personnel. If a tag-out is required contact the street lighting shop supervisor to coordinate the circuit tag-out.

Neal Karweik	(414) 286-5943 office or (414) 708-4245 mobile
Steven Rhoda	(414) 286-5942 office or (414) 708-4251 mobile
Willie Cotton	(414) 286-5997 office or (414) 708-1629 mobile
Dispatcher	(414) 286-5944

*Add the following to standard spec 651.5:*

- (2) Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the lighting pay items included in this contract. The department will not measure conductors or conduits that have been abandoned in place or removed for scrap. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned, if possible.

*Add the following to standard spec 652.3.1.4:*

- (4) Support conductors at the top of the vertical raceway or as close as practical if the vertical rise exceeds 40-feet. Provide additional supports as shown; in no case shall the distance between supports exceed that shown in Table 300.19(A) of the Wisconsin State Electric Code.

*Replace standard spec 652.5(2) with the following:*

- (2) Payment for Conduit Rigid Nonmetallic and bid items is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into existing pull box, manhole, junction box or communication vault; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

*Add the following to standard spec 653.3(1):*

Lighting pull box covers shall read "STREET LIGHTING".

*Add the following to standard spec 655.3.7:*

- (4) Use approved all-weather tags.

*Add the following to standard spec 657.2.1.1:*

- (7) Non-breakaway poles (direct bury or mounted on concrete bases) containing electrical wires are to be double nutted.
- (8) Manufacturer's Warranty for LED luminaires: The manufacturer shall warrant to the department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material and workmanship for 10 years from the date that the luminaire are put into service. Install luminaires within one year of manufacture.
- (9) If any luminaires fail to meet the above warranty, the department shall provide the manufacturer with a written notice of any defect within 30 days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor, and all incidentals necessary to restore the luminaire to a fully operational, installed condition.
- (10) Submittal Requirements for LED luminaires: Within 10 calendar days after contract execution, coordinate the lead time for LED luminaires purchase and installation schedule with the engineer and Eng-Kie Lee at (414) 286-2174 prior to ordering LED luminaires. The LED luminaires purchasing may be done during later stages of construction as directed by the department but shall not delay the construction.

*Add the following to standard spec 659.3.1:*

- (2) Maintain adequate lighting during all the construction stages not shown on the temporary lighting plans, but which are necessitated by field conditions or by any construction phasing changes. Submit a redline markup plan for any additional temporary lighting to the engineer for approval prior to installation.

## **27. Traffic Signals, General.**

Notify the city's Traffic Signal Field Operations at (414) 286-5941 office, or (414) 708-5148 mobile, at least three weeks prior to the beginning of the traffic signal work.

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

## **28. Pedestal Bases, Item 657.0100; Traffic Signal Standards Aluminum 13-FT, Item 657.0420.**

*Add the following to standard spec 657.2.1.1:*

- (11) Pedestal Bases, Traffic Signal Standards Aluminum 13-FT shall have a black exterior finish, factory applied and powder-coated.

## **29. Signal Housings.**

*Replace standard spec 658.2(3) with the following:*

Furnish signal housings, visors, LED modules, backplates, and cutaway visors as the plans show. Furnish black housings, backplates, and visors for all traffic signal faces.

## **30. Signal Mounting Hardware.**

*Replace standard spec 658.2(7) with the following:*

For signal mounting hardware: furnish black weather tight mounting hardware for all traffic signal equipment. Protect mounting hardware from the elements before installation. Use corrosion resistant poly bracket shims.

## **31. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.**

### **A Description**

This special provision describes the detachment and packaging of lamps, ballasts, LEDs, and mercury containing switches (e.g., overhead roadway lighting, underdeck bridge, wall packs, pedestrian signals, traffic control stop lights and warning flashers, fluorescent bulbs, and thermostats) removed under this contract for disposal as hazardous materials.

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal from the work site by the department's hazardous waste disposal vendor. Disposal will be billed to the department by the hazardous waste disposal vendor.

For Lamp, Ballast, LED, Switch Disposal by Department, coordinate removal from the work site and delivery to the designated location for disposal by the department.

### **B Materials**

#### **B.1 Disposal by Contractor**

Items removed under this contract will be considered the property of the department for waste generator identification. The contractor is responsible for coordinating with the department's hazardous waste vendor for disposal:

<https://wisconsin.gov/Documents/doing-bus/eng-consultants/cnsit-rsrcs/environment/hazwaste-contacts.pdf>

## C Construction

### C.1 Removal

Arrange for the de-energizing of luminaires after receiving approval from the engineer that the existing luminaires can be removed. Do not remove luminaires that cannot be replaced with proposed LED units and operational within the same workday. The new LED units need to be operational prior to sunset of the same workday.

Detach and remove luminaires and lamps from the existing traffic signal poles or respective structure. Avoid breaking fixtures whenever possible.

Lamps, ballasts, LED, and switches will become property of the department, and will be disposed of in an environmentally sound manner.

### C.2 Packaging of Hazardous Materials

Provide a secure, level location removed from the travelled way for storage of the material for disposal.

Pack intact fixtures in the packaging of the new lamps used to replace them, or packaging affording the equivalent protection. Place in full, closed stackable cartons.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the words "Universal Waste Lamps" or "Universal Waste Ballasts", the date, and the number of fixtures on each pallet.

Pack broken fixtures into (min.) 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "Broken Fixtures/Lamps", the date and the number of broken fixtures clearly marked on the box.

The hazardous waste vendor will not accept fixtures improperly packaged. The vendor will reject any fixtures not removed as part of a contract pay item or otherwise required under this contract.

Pack ballasts and mercury containing switches in appropriate containers.

### C.3 Disposal by Contractor

Complete the lamp and ballast inventory (<https://wisconsin.gov/Documents/doing-bus/eng-consultants/cnsit-rsrcs/environment/dotlampballastinventory.dotx>) and contact the hazardous waste vendor to coordinate pickup and disposal at a location specified by the contractor. Consolidate all pallets and boxes from one project at a single location. Contact the hazardous waste vendor to set up an appointment for pickup. The hazardous waste vendor requires a minimum of one week advance notice to schedule pickup.

## D Measurement

The department will measure Lamp, Ballast, LED, Switch Disposal by Contractor as each individual unit removed and received by the hazardous waste vendor, properly packaged and acceptably completed, matching the total number of units provided on the inventory form. The department will not measure broken fixtures that exceed a total of 10 percent of all fixtures to be disposed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
659.5000.S	Lamp, Ballast, LED, Switch Disposal by Contractor	EACH

Payment is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

## 32. Structural Soil, Item SPV.0035.101.

### A Description

This special provision describes providing structural soil.

## B Materials

### B.1 General

Material provided shall be 'CU-Structural Soil™', US Patent #5,849,069.

Do not deliver or place soils in frozen, wet, or muddy conditions. Material shall be delivered at or near optimum compaction moisture content, as determined by AASHTO T-99 (ASTM D 698).

Stockpiling of material on site will not be permitted.

Protect soils from absorbing excess water and from erosion at all times. Do not store materials unprotected from large rainfall events. Do not allow excess water to enter site prior to compaction. If water is introduced into the material after placement, allow material to drain or aerate to optimum compaction moisture content.

Install CU Soil in 6" lifts. Compact the soil after each lift until required grade is reached.

Compact all materials to peak dry density, using an AASHTO T-99 compaction curve. No compaction shall occur when moisture content exceeds the maximum, as indicated below. Delay compaction 24 hours if moisture content exceeds the maximum. During any delay, protect the soil with plastic or plywood.

After installing soil to required grade, protect from contamination by toxic materials, trash, and debris, water containing cement, clay, silt, or any material that will alter the particle size distribution of the mix, by using, as cover, plastic or plywood.

Upon completion of work, remove all excess fills, soils and mix stockpiles, and legally dispose of all waste materials, trash and debris. Remove all tools and equipment and provide a clean, clear site. Do not wash surfaces of dirt and mud until sidewalk has been installed over the structural soil.

### B.2 Technical Specifications

A uniformly blended mixture of Crushed Stone, Clay Loam, and Hydrogel mixed to the following proportions:

¾" – 1 ½" angular crushed stone	100 units or 80% - 84% of total weight
Loam (dry)	Approx. 20 units or 15% - 16% of total weight
Hydrogel	0.03 units or 12 oz per cubic yard
Total moisture	8.5% - 11% of total weight (AASHTO T-99 optimum moisture)
Organic Content	2% - 5% by weight, (loss on ignition method)
Test results that meet acceptance (CBR # 50)	
Test results that meet Proctor test standard of greater than or equal to 95%	

### B.3 Verification

Loam Topsoil shall be a natural, fertile, friable soil constituting the "A" horizon from naturally well drained areas. It shall not be excessively acidic or alkaline nor contain toxic substances that may be harmful to plant growth. Loam Topsoil shall be without admixture of subsoil and shall be reasonably free from clay clods, stones, roots, or similar substances one inch or more in diameter, debris, or other objects that may be a hindrance to planting operations. Topsoil shall meet the following physical and chemical criteria:

1. Soil Texture: USDA Loam approximating the following particle size distribution:

Approximate Particle Distribution

Sand	30-50%
Silt	35 - 45%
Clay	15 - 25%

2. Soluble Salt Level: Less than 0.40 dS/m (mmho/cm)
3. Percent Organic Matter: 2% - 5%, by weight (loss on ignition method).
4. Soil pH: 6.0 – 7.0

The specified physical and chemical properties of proposed Loam Topsoil shall be verified through a particle size, physical and chemical analysis at the University of Wisconsin – Soil and Plant Analysis Lab in Madison, WI or an approved soil testing laboratory following like testing protocols and methods.

A particle size analysis from a minimum of three samples obtained randomly from the topsoil source pile shall be conducted to provide the particle size distribution, expressed as a percentage, in each of the following size classes:

<u>Description</u>	<u>Average Diameter (mm)</u>
Sand	0.05 - 1.0 mm
Silt	0.002 - 0.05 mm
Clay	< 0.002 mm

Conduct a physical analysis to determine percent organic matter by weight.

Conduct a chemical analysis to determine the following information:

1. Soil pH
  - a. Nutrient content of the following nutrients, expressed in unit/area.
  - b. Available Phosphorus
  - c. Available Potassium
  - d. Available Calcium
  - e. Available Magnesium
  - f. Available Manganese
  - g. Soluble Salt Level, expressed in dS/m (mmho/cm)

Soil sampling procedures and submittal quantities shall meet specific laboratory requirements. Clearly label the location of the source of the material on all samples. Forward copies of all topsoil/soil mix test result submittals to Milwaukee Urban Forestry Technician, Jim Kringer at [jkring@milwaukee.gov](mailto:jkring@milwaukee.gov), (414) 708-2428, for approval.

If the soil test results of any topsoil or planting mix fail to meet the particle size distribution, physical and chemical properties specified, the topsoil or planting mix shall be adjusted and re-tested, or another source secured, tested and submitted for approval.

All soil mixing shall be performed at the source using appropriate soil mixing equipment of sufficient capacity to assure proper quality control. No mixing of soils shall occur at the project location.

**C Construction**

**D Measurement**

The department will measure Structural Soil by the cubic yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.101	Structural Soil	CY

Payment is full compensation for providing the soil; and for performing all sampling and testing.

**33. Backfill Slurry, Item SPV.0035.102.**

**A Description**

This special provision describes furnishing and placing Backfill Slurry. Conform to standard spec 209 except as follows.

**B Materials**

Replace standard spec 209.2.2 with the following:

- (1) Use aggregates that conform to the gradation conforming to standard spec 501.2.5.3 for fine aggregate and for Size No. 1 in standard spec 501.2.5.4. Provide aggregates in the same proportion by weight as for Grade A concrete as in standard spec 501.3.2.2. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water meeting the requirements of standard spec 501.2.4 to enable the mixture to flow readily.

**C Construction**

Replace standard spec 209.3 with the following:

- (1) Discharge from the truck in a manner to prevent segregation. Completely fill excavation in a single operation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

**D Measurement**

Replace standard spec 209.4 with the following:

- (1) The department will measure Backfill Slurry in volume by the cubic yard of material placed, acceptably completed. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.102	Backfill Slurry	CY

Payment is full compensation conforming to standard spec 209.5.(2) and 209.5.(5).

SER-209-001 (20161208)

**34. Utility Line Opening, Item SPV.0060.101.**

**A Description**

This special provision describes providing excavation to uncover utilities for the purpose of determining elevation and potential conflicts on the plans or as directed by the engineer.

**B (Vacant)**

**C Construction**

Perform the excavation in such a manner that the utility in question is not damaged.

Perform the utility line openings as soon as possible and at least 10 calendar days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Provide utility line openings with a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Notify the utility engineers or their agents of this work a minimum of three working days prior to the work so they may be present when the work is completed. Do not perform utility line openings without the approval of the engineer.

**D Measurement**

The department will measure Utility Line Opening by each opening, 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.0060.101	Utility Line Opening	EACH



Payment is full compensation for the excavation required to expose the utility line, backfilling with existing material removed from the excavation, compacting the backfill material, restoring the site, and for cleanup.

Existing pavement removal necessary to facilitate utility line openings will be considered part of or paid for under Utility Line Openings. Replacement pavement, concrete curb, gutter, and sidewalk items will be considered separate from Utility Line Openings and will be measured and paid for separately.

**35. Adjusting Water Valve Boxes, Item SPV.0060.102.**

**A Description**

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the project, to all city water service boxes and water gate valve boxes located within the project limits.

**B Materials**

All material for the adjustment of these facilities will be provided by the City of Milwaukee by contacting Gil Taylor, Milwaukee Water Works, at (414) 708-9005. If there is contractor damage the replacement materials will be provided by the City of Milwaukee; however, the contractor will be charged for all replacement materials. Deliver any unused materials furnished by the City of Milwaukee back to the Department of Public Works Field Headquarters – Infrastructure, Operations, Water Works at 3850 North 35th Street. Materials being returned shall be accompanied with a “surplus material” form completed by the engineer.

**C Construction**

Adjust all water service boxes and water gate valve boxes within the project limits to proposed elevations.

The city will locate, mark, inspect and repair all water service boxes and water gate valve boxes within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, ensure that all water service boxes, and water gate valve boxes are adequately located and that all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes and manholes are clean, properly aligned, and accessible. The contractor shall be responsible for making identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

**D Measurement**

The department will measure Adjusting Water Valve Boxes by each valve box, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.102	Adjusting Water Valve Boxes	EACH

Payment is full compensation for furnishing all excavation, backfilling, disposal of surplus materials, water box clean-out, and restoration of the work site.

**36. Adjusting Sanitary Sewer Manholes, Item SPV.0060.104.**

**A Description**

This special provision describes adjusting sanitary sewer manholes and providing internal seals.

Add or remove masonry adjusting rings as needed. This item applies to structures to be lowered less than 6 inches or raised less than 12 inches.

## **B Materials**

### **B.1 Adjusting Rings**

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C-478. Precast concrete rings shall have an inside diameter to match the manhole opening, be not less than 2 inches nor more than 6 inches thick and have a wall thickness of 6 inches unless otherwise specified. The rings shall contain a minimum of one No. 2 reinforcing rod centered within the ring. Do not use any cracked or broken rings. The top of precast manhole cones shall be set a maximum of 18 inches lower than established grade in unimproved areas, with the top of the manhole cover being ringed up flush with the existing ground. The minimum number of adjusting rings shall be one 2-inch ring. The maximum height of adjusting rings shall be 8 inches in paved areas. All joints between the adjusting rings shall be filled with grout or mortar, including between the cone and the adjusting ring and the adjusting ring and the frame. Rings shall be grooved to receive a step.

### **B.2 Manhole**

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

### **B.4 Manhole Seal**

Furnish new Cretex, NPC Flexrib, or approved equal internal frame/chimney seal. The seal shall meet the material requirements of section 8.42.3 and the performance requirements of section 8.42.4 of the SSSW.

## **C Construction**

### **C.1 General**

The location of existing sanitary manholes to be adjusted is indicated on the plans. Adjust these items as shown in the plans. Reconstruct manholes as necessary so that the frames and cover when placed will be at the established required grade; remove the existing frame and cover. Any temporary adjustment (wood) shims shall be removed and backfilled with grout or mortar prior to installing the seal. Install seals according to the manufacturer's recommended installation procedures. Provide backfill slurry in the manhole excavation area to existing surface or to appropriate depth for pavement restoration. Salvage the existing frame and cover.

### **C.2 Surface Preparation**

Remove manhole cover and power wire brush the lower 3 inches of the manhole frame to remove any loose rust or scale and repair any imperfections by either grinding smooth or filling with mortar. A smooth, clean sealing surface is required. Realign the casting if it is offset more than approximately 2 inches from the chimney. Remove all loose and protruding mortar and brick from the upper 7-Inch chimney and clean surface by power wire brushing. Provide a 4-inch wide sealing surface starting 2 inches down from the bottom of the frame.

All sealing surfaces must be circular, reasonably smooth, clean and free of any loose material or excessive voids. If such a surface does not exist for the bottom of the sleeve to seal against, use one-component, quick-set, high strength, non-shrink, polymer modified patching mortar which has been formulated for vertical or overhead use. If the bottom of the sleeve is to seal against the top of an eccentric (straight side) cone and an inadequately high vertical surface does not exist, contact the manufacturer to obtain details to build the required vertical surface.

Use caulk to fill minor irregularities in the bottom sealing surface. The caulk shall be a butyl rubber caulk conforming to AASHTO M-198, Type B. Apply a single bead of the caulk to the center portion of the lower sealing surface of the sleeve.

Any flaws in the manhole frame, such as minor cracks, pits or protrusions, shall be repaired by either filling with mortar or grinding smooth.

## **D Measurement**

The department will measure Adjusting Sanitary Sewer Manholes by each manhole, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.104	Adjusting Sanitary Sewer Manholes	EACH

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

**37. Catch Basins Type 44A, Item SPV.0060.105;  
Catch Basins Type 44B, Item SPV.0060.106;  
Inlet Type 70A, Item SPV.0060.107;  
Inlet Covers Type 57, Item SPV.0060.108;  
Manhole Covers Type 58A, Item SPV.0060.109.**

**A Description**

This special provision describes providing catch basins, inlets, inlet covers, and manhole covers.

**B Materials**

Furnish materials according to standard spec 611 and the details as shown on the plans.

Trap assemblies shall be reinforced concrete and shall be integral with the circumferential reinforced wall.

**C Construction**

Construct catch basins, inlets, inlet covers, and manhole covers according to standard spec 611 and the details as shown on the plans.

**D Measurement**

The department will measure Catch Basins Type 44A; Catch Basins Type 44B; Inlet Type 70A; Inlet Covers Type 57; Manhole Covers Type 58A by each catch basin, inlet, inlet cover, or manhole cover, 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.0060.105	Catch Basins Type 44A	EACH
SPV.0060.106	Catch Basins Type 44B	EACH
SPV.0060.107	Inlet Type 70A	EACH
SPV.0060.108	Inlet Covers Type 57	EACH
SPV.0060.109	Manhole Covers Type 58A	EACH

Payment is full compensation for providing the catch basins, inlets, inlet covers, and manhole covers.

**38. CUC Manhole 5-FT Diameter, Item SPV.0060.110.**

**A Description**

This special provision describes providing 5-foot round manholes for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided.

**B Materials**

Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the dual cage circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically located in the center of the wall.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

Furnish a continuous circumferential Butyl Rubber gasket. Install the gasket on the wall joint of the base and riser section.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary.

The city will furnish a frame and lid for the manhole. Contact Karen Rogney at (414) 286-3243 to obtain the "Casting Requisition Form" required to obtain the covers. Contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 at least 5 business days prior to needing the frame and lid to schedule pickup from the DPW Headquarters at 3850 N. 35<sup>th</sup> Street. Contractor shall have the "Castings Requisitions Form" in hand in order to obtain the castings.

For any questions on materials, contact Karen Rogney.

### **C Construction**

Install manholes according to standard spec 611.3. Install the top of the roof deck at a standard depth of 18" below finished grade where possible. Install the top of the roof deck at a minimum depth of 12" below finished grade.

### **D Measurement**

The department will measure CUC Manhole 5-FT Diameter by each manhole, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.110	CUC Manhole 5-FT Diameter	EACH

Payment is full compensation for all excavation work and disposal of material; for providing bricks, coarse aggregate, bedding and backfilling, concrete forms, concrete placement, appurtenances, and backfilling and restoration of the site.

## **39. CUC Manhole Doghouse 4-FT Diameter Installed Over Conduit, Item SPV.0060.111.**

### **A Description**

The work under this item includes providing a 4-foot diameter precast concrete "doghouse" manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided. This work includes Providing and placing PVC pipe and associated fittings, cement encasement, and other appurtenances to extend existing conduit as required to provide a complete and fully functional communications manhole unit.

### **B Materials**

#### **B.1 Manhole**

Furnish and install a 4-foot diameter precast concrete "doghouse" manhole. Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the single cage of circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically both located in the center of the wall, and #6 hoop rebar centered in the wall 3" above the window knock-outs.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

A continuous circumferential Butyl Rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary.

Field verify window depth and locations prior to ordering manhole.

The city will furnish a frame and lid for the manhole. Contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 at least 5 business days prior to needing the frame and lid to schedule pickup from the DPW Headquarters at 3850 N. 35<sup>th</sup> Street. Submit the "Casting Requisition Form" which will be supplied by the city at the Preconstruction Meeting.

## **B.2 Conduit**

Furnish and install DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

Manufacturers of PVC Conduit DB-60 shall request evaluation and approval of their products by filing with the department's Research Supervisor, Bureau of Highway Construction, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classifications. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter conduit to be furnished conforming to all requirements of these specifications. The conduit tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's conduit. The manufacturer of the conduit shall also submit with the certification, a guarantee that all conduit furnished be of the same quality and composition and conform to the specification requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WisDOT projects.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

## **B.3 Concrete**

The type of concrete mix to be used to encase the ducts shall be:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3100 lbs
Water	35 gals
Chryso Air 260 or approved equal	2.0 ozs
Chryso Plast 209 or approved equal	7.0 ozs
Air	5%

Mix the materials to provide an approximate 3-inch slump.

## **B.4 Slurry Backfill**

Aggregate slurry backfill includes No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C)	75 lbs.
Concrete Sand (Damp)	1830 lbs.
No. 1 Concrete Aggregate	1830 lbs.

Mix with water to inundate the aggregate sufficiently to provide an approximate 3-inch slump. Deposit the mix directly from a concrete transit mix truck.

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

## **C Construction**

### **C.1 Conduit Alterations**

Excavate to expose existing conduit. Break back by hand sections of cement encased conduit to facilitate excavation for the new proposed structure. Hand chip concrete away for the existing pipes. Carefully remove pipes from around the cables. Hand chip enough concrete away from the pipes to allow for the coupling of split ducts on to the ends of the pipes. Protect exposed pipe ends and existing cables from damage.

## C.2 Manhole

Install the bottom section of the manhole in such a way to avoid damage to the live cables. The excavation may need to be widened to slide the bottom under the existing cables. After the bottom section of the manhole has been set, place the existing cables within the window openings and splice cases and/or coils placed back into the manhole.

Exercise extreme care in the handling of live cables within the excavation. When cables need to be moved, particularly lead sheathed cables, move cables slowly and gradually. Avoid sharp kinks that may damage the inner core of the cables and the sheath.

Complete the "doghouse" manhole installation without any damage or service disruption to the existing cables.

Install the top of the roof deck at a standard depth of 18" below finished grade where possible. A minimum depth of 12" from finished grade to the top of the roof deck must be maintained.

Install manhole cover to proposed grade using concrete rings and/or bricks. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

## C.3 Placing Duct

Ducts shall be clean and free of mud, sand, and other debris. Remove burrs or rough projections by rasping or scraping to ensure a smooth surface.

Extend existing ducts into the new manhole structure unless otherwise noted on the plan. Use split PVC ducts on those containing cables. Install the split duct per manufacturer recommendations using tape and reinforced with plastic straps to produce a rigid, stable unit.

Terminate ducts at the inside wall of the manhole. Install a standard bell end fitting on all duct access points inside the manhole.

Where trace wires are present, reconnect and extend trace with #10 copper wire two feet past the inside wall of the manhole.

## C.4 Concrete

Pour concrete after conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, the concrete shall be puddled with a splicing bar or similar tool so that complete duct encasement is accomplished. Remove any wood braces used to keep the conduit from floating before the concrete sets completely and fill the resulting encasement voids with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before commencing backfilling.

## C.5 Slurry Backfill

Commence backfilling immediately after the duct has been inspected, approved, and has set to withstand the load.

Backfill the concrete encased conduit with the specified aggregate slurry to the proposed subgrade. Deposit the mix into the trench directly from a concrete transit mix truck.

## D Measurement

The department will measure CUC Manhole Doghouse 4-FT Diameter Installed Over Conduit by each manhole, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.111	CUC Manhole Doghouse 4-FT Diameter Installed Over Conduit	EACH

Payment is full compensation for all excavation work and disposal of material; for adjusting manhole frame to final grade; for providing precast manhole, conduit, conduit fittings, end bells, bricks, and coarse aggregate, bedding, concrete forms, concrete placement, appurtenances, and backfilling.

**40. Adjusting CUC Manhole Covers, Item SPV.0060.112.**

**A Description**

This special provision describes adjusting the existing chimney of the block, precast, or brick round manholes and furnishing, installing and removing protection of the cables in the manhole during adjustment operations.

**B Materials**

Provide materials according to standard spec 519. Salvage and reinstall existing covers on the manholes. The city will furnish covers designated for replacement. Contact Karen Roney at (414) 286-3242 to obtain the "Casting Requisitions Form" required to obtain the covers. Contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 at least 5 business days prior to needing the frame and lid to schedule pickup from the DPW Headquarters at 3850 N. 35<sup>th</sup> Street. Contractor shall have the "Castings Requisitions Form" in hand in order to obtain the castings.

**C Construction**

Report any pre-existing problems to Curt Campagna, CUC Manhole Maintenance Manager at (414) 286-5967 at least 3 business days in advance of any construction on manholes.

Before removing the pavement around the manhole, place a 3/4-inch plywood cover or equal over existing live cables. This cover shall be properly supported to/at the manhole floor.

Break out and remove pavement around manhole. Remove existing covers and store and secure them properly. Any damaged, lost, or stolen covers shall be the responsibility of the contractor and shall be replaced at contractor's expense.

Remove existing chimney to surface of concrete roof slab. If manhole does not have an existing concrete roof slab, remove sufficient chimney as to provide adequate corbel to fit new cast iron frame and cover.

Adjust manhole cover to proposed grade using bricks or concrete rings as necessary. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

After completion of paving, remove the temporary 3/4-inch plywood cover or equal which is over the existing live cables in the manhole as mentioned above.

Notify Curt Campagna at least 3 business days in advance of completion of each manhole adjustment for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground Conduits.

**D Measurement**

The department will measure Adjusting CUC Manhole Covers by each manhole, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.112	Adjusting CUC Manhole Covers	EACH

Payment is full compensation for removing, reinstalling, and adjusting the covers. Covers to be adjusted and which are rendered unfit for use by the contractor through the contractor's operations will be replaced by the contractor in kind at the contractor's own cost and expense.

**41. Installing Conduit Into Existing CUC Manhole, Item SPV.0060.114.**

**A Description**

This special provision describes providing new conduit into existing CUC manholes at the locations shown on the plans.

**B Materials**

Furnish conduit as provided and paid for under other items in this contract.

## C Construction

Maintain any existing conductors, fibers, and conduit paths without interruption or damage. Carefully expose the outside of the existing structure without disturbing any existing conduits or cabling.

Drill the appropriate-sized hole in a concrete structure or saw and remove full sections of block or bricks from the existing structure for the entering of conduit at a location within the structure that will not disturb the existing cabling and will not hinder the installation of new cabling within the installed conduit. This work may include the removal of the existing abandoned conduit from the structure to allow for the installation of the new conduits as indicated on the plans.

Fill any void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure.

Carefully tamp backfill into place.

All disturbed areas shall be repaired and restored in kind.

## D Measurement

The department will measure Installing Conduit Into Existing CUC Manhole by each manhole, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.114	Installing Conduit Into Existing CUC Manhole	EACH

Payment is full compensation for drilling holes, removing blocks, removing bricks, and removing abandoned conduit; for providing bricks and coarse aggregate; for excavation, bedding and backfilling, including any sand or other required materials; for providing topsoil, fertilizer, seed, and mulch in disturbed areas; for disposal of surplus materials; and for making inspections.

## 42. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow, Item SPV.0060.115; Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol, Item SPV.0060.116.

### A Description

This special provision describes providing skid/slip resistant green preformed thermoplastic bike lane markings according to standard spec 646 and the details shown on the plans.

### B Materials

#### B.1 General

Furnish marking material that is durable, high skid and slip resistant, and suitable for use as bike lane marking on Portland cement concrete pavement surfaces.

Thermoplastic material shall conform to AASHTO designation M249 with the exception of the relevant differences due to the material being supplies in a preformed state, being non-reflective, and being of a color different from white or yellow.

Material shall be a resilient preformed thermoplastic product containing a minimum 30 percent intermix of anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements shall have a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

The material shall be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures.



The material shall contain heating indicators evenly distributed on the surface that shall act as visual cues during both the application process and post-application.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, infrared heater, or a blue-flame radiant heater.

The material shall be capable of being applied to asphalt and Portland cement concrete surfaces without preheating the application surface to a specific temperature. The material shall be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the Portland cement concrete application areas to be cured or dried out.

The material shall be capable of being applied in temperatures down to 45° F without any special storage, preheating or treatment of the material before application.

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

The material shall be supplied at a minimum thickness of 90 mil (2.29 mm).

For any questions on materials contact James Hannig at (414) 286-8750.

### **B.2 Manufacturing Control and ISO Certification**

The manufacturer shall be ISO 9001:2008 certified for design, development and manufacturing and provide proof of current certification. The scope of the certification shall include the design, development, and manufacture of preformed thermoplastic marking material.

### **B.3 Color**

The color of the material shall be according to FHWA Memorandum dated April 15, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

The pigment system shall not contain heavy materials or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

### **C Construction**

Install the material as recommended by the manufacturer. Apply manufacturer specified sealer to the pavement surface prior to material application to ensure proper adhesion. A thermometer will not be required during the application process. The pavement shall be clean, dry, and free of debris. Supplier shall enclose application instructions with each box/package.

### **D Measurement**

The department will measure Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow and Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.115	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow	EACH
SPV.0060.116	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol	EACH

Payment is full compensation for preparing the surface; for providing all materials; and for replacing marking improperly installed or that fails during the proving period.

**43. Field Facilities Office Space, Item SPV.0060.117.**

**A Description**

This special provision describes furnishing, equipping, and maintaining a field office as required in the contract at engineer-approved locations conforming to standard spec 642 and as follows.

**B Materials**

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except delete paragraphs (1), (7), and (9).

*Replace standard spec 642.2.1(4) with the following:*

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 600 square feet. The facility shall have no fee parking with a minimum parking for 4 cars. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.

Equip the office as specified in standard spec 642.2.2.1 except delete paragraph (1) and (4) and add the following:

1. Three suitable office desks with drawers and locks.
2. Three ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
3. Two 6-foot folding tables.
4. One 10-foot folding table.
5. Three 2-drawer file cabinets.

Provide for the professional cleaning of the field office during regular business hours twice monthly. Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

**C Construction**

Conform to standard spec 642.3 except delete paragraph (2).

**D Measurement**

The department will measure the Field Facilities Office Space as each office, 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.0060.117	Field Facilities Office Space	EACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities, fuel, ventilation, and toilet facilities as required, either independently or jointly with the field laboratory, for the time specified in standard spec 642.3.

The department will pay for the cost of telecommunications usage fees incurred by department staff.

**44. Temporary No Parking Signs, Item SPV.0060.118.**

**A Description**

This special provision describes providing temporary no parking signs.

**B Materials**

Temporary No Parking signs shall be fabricated using 18-inch x 24-inch 4-mm white corrugated (polypropylene twinwall) plastic sign base to print an R7-1 regulation sign message; use R7-1D, R7-1L or R7-1R where necessary. Provide a 0.4-inch thick base with a 0.035-inch wall thickness and 0.4-inch cell size. Prepare the sign base as the sheeting manufacturer recommends.

Signs shall be affixed using 9-gauge galvanized electric fence wire.

**C Construction**

Install Temporary No Parking Signs according to the plans. Plan changes must be approved by a City of Milwaukee Traffic Engineer.

Any No Parking signage attached to trees shall be of a temporary method (nails or spikes are not allowed).

Please contact Mr. Cameron Potter at (414) 286-3276 with questions.

**D Measurement**

The department will measure Temporary No Parking Signs by each sign, 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.0060.118	Temporary No Parking Signs	EACH

Payment is full compensation for providing, installing, maintaining, and removing signs.

**45. Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch, Item SPV.0060.201; Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch, Item SPV.0060.202.**

**A Description**

This special provision describes providing fiberglass/polymer concrete pull boxes.

**B Materials**

Furnish fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), and nominal 17" wide x 30" long, or 13" wide x 24" long, and 24" total depth, flared wall style #CHB173024 as by Highline Products or #B12173024A as by Hubbell Power Systems or approved equal. Cover shall be Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), bolted cover with logo "Street Lighting" #CHC1730HL1 as by Highline Products or #C12173002A41 as by Hubbell Power Systems, or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

**C Construction**

Conform to standard spec 673.3 and City of Milwaukee standards. The pull box shall be installed on 12-inches of crushed stone, set flush with grade and backfilled.

**D Measurement**

The department will measure Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch and Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch by each pull box, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch	EACH
SPV.0060.202	Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch	EACH

Payment is full compensation for furnishing and installing all materials, including pull box, end bells, crushed aggregate, excavation, backfilling, and for disposing of surplus material.

**46. Install Precast Controller Base, Item SPV.0060.203.**

**A Description**

This special provision describes installing precast traffic signal controller cabinet bases furnished by the City of Milwaukee.

**B Materials**

A 36-inch x 21 ¼-inch x 20-inch pre-cast concrete foundation for traffic signal cabinets P1 and P2 will be furnished by the City of Milwaukee. The contractor shall contact Mr. Rudy Gutierrez, Electrical Services Manager, (414) 286-5941 office, (414) 708-5148 mobile; or the Electrical Services Dispatcher at (414) 286-3687 to coordinate pickup of the concrete foundation at the City of Milwaukee Electrical Services headquarters located at 1540 West Canal Street Milwaukee, WI 53233.

**C Construction**

Install concrete traffic cabinet bases according to the plans. Plan changes must be approved by a City of Milwaukee Electric Services Manager or Traffic Engineer. The primary contacts are Mr. Rudy Gutierrez, Electrical Services Manager, (414) 286-5941 office, (414) 708-5148 mobile; or Mr. Joseph Blakeman, Traffic Control Engineer III, (414) 286-8070.

**D Measurement**

The department will measure Install Precast Controller Base by each base, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.203	Install Precast Controller Base	EACH

Payment is full compensation for transporting the base, excavation, installation, backfilling and disposal of surplus material.

**47. ATC Controller & Cabinet, Item SPV.0060.204.**

**A Description**

This special provision describes providing ATC traffic signal controllers and cabinets.

**B Materials**

Furnish 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.

The cabinet shall be designed for TS2 Type 1 operation and shall conform to the design shown in DWG TF5016TWI02.

All equipment, materials, and cabinet features shall be the same type, make, and model on all cabinets delivered under any one order.

Furnish an Econolite Cobalt-C shelf mount controller with the latest ASC/3 software installed.

Furnish any equipment and materials not specifically described but required in order to perform the intended functions in the cabinet.

**C Construction**

Conform all work to the Wisconsin State Electrical Code (WSEC). Conform all work to standard spec 651, as supplemented or modified in this specification.

**C.1 Definitions**

Vendor – the firm under contract with the City of Milwaukee for furnishing the fully equipped and operational traffic signal cabinet.

Construction contractor – the firm under contract with the City of Milwaukee or another agency to construct a roadway facility. The construction contractor will install the traffic signal cabinet or may designate a subcontractor, such as an electrical subcontractor, to represent them with regards to the signal cabinet installation.

Owner – City of Milwaukee

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

## **C.2 Terminal Facility**

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.

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 a 16-channel, 8-position, TS2 detector rack, with an integrally mounted BIU mounting. Racks shall be addressable. Power a detector rack by the cabinet power supply. Fasten the loop detector rack 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 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. Identify the function of each terminal position on the cabinet drawings.

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum.

Functions to be terminated shall be as specified in the listing of Input/Output Terminals in Section 5 of the NEMA TS2 Standard.

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

## **C.3 Vehicle Detection Interface Panel**

Provide a 16-position interface panel. Interface panel shall allow for the connection of 16 independent field loops. 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. The panel shall also include inputs for up to 4 preempts.

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.4 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 up to 6 SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

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

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

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

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

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

#### C.5 Cabinet Switches

The above switches shall function as follows:

Off:	Signals Dark
Signal:	Signals On and operating as follows:
<u>Auto</u>	<u>Hand</u>
Flash: Signals Flash	Signals Flash
Normal: Signals Normal	Signals Advance by use of hand control

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

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

#### C.6 Bus Bar

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

#### C.7 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:

1. 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.
2. One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.

3. One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
4. One 20-amp circuit breaker for future use.

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

### **C.8 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 megaohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL or a NRTL and Radio Manufacturer's Association.

### **C.9 Bus Relay**

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

### **C.10 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.11 Power receptacles**

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

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

### **C.12 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.13 Auxiliary Devices**

#### **C.13.1 Load Switches**

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

#### **C.13.2 Flashers**

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

#### **C.13.3 Flash Transfer Relays**

Provide 4 flash transfer relays conforming to the requirements of section 6.4 of the NEMA TS2 Standard.

#### **C.13.4 Inductive Loop Detector Units**

Provide 8 inductive loop detector units conforming to the requirements of section 6.5 of the NEMA TS2 Standard for 2-channel, rack mount detector units, type C.

#### **C.13.5 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.14 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.15 Malfunction Management Unit (MMU)**

Provide one shelf-mountable, 16 channel, solid-state MMU with Ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard. The MMU shall be an Eberle Design Inc. Model MMU2-16LE or preapproved equal. The MMU shall be capable of the following:

1. Detecting simultaneously active inputs of Green (Walk), Yellow, or Red (Don't Walk) on the same channel.
2. Determining if the field signal input states detected as active or inactive by the MMU correspond with the data provided by the Controller Unit.
3. Monitoring an optional external watchdog output from a Controller Unit or other external cabinet device.
4. Monitoring an intersection with up to four approaches using the Flashing Yellow Arrow (for protected/permissive left and right turn movements).
5. 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.
6. All monitor functions shall be capable of being programmed through the front panel, without the need for computers or special programs cards.
7. 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.16 Documentation**

### **C.16.1 Cabinet Intersection Wiring Diagrams**

For each individual cabinet ordered, within 10 calendar days after receipt of the procurement order, furnish to the City of Milwaukee's electrical lead electrician 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 of Milwaukee's electrical lead electrician two sets of printed 22X34-inch cabinet intersection wiring diagrams and one set of .dgn CAD files per cabinet.

Printing the 22X34-inch sheet in smaller sizes is not acceptable. Leave a third drawing 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 signal cabinet, and furnish to the City of Milwaukee's electrical lead electrician two sets of as-built printed cabinet wiring diagrams and one set of as-built .dgn CAD files per cabinet. If no changes were made from time of cabinet delivery, notify the City of Milwaukee's lead electrical technician in writing.

### **C.16.2 Manuals**

At the time of the cabinet delivery, furnish to the City of Milwaukee's electrical lead electrician 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, and 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 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.17 Cabinet Delivery**

The construction contractor will provide the traffic signal specifications and plans, including the sequence of operation, to the vendor. The vendor shall determine the required cabinet equipment and assembly requirements from the plans and specifications and provide the owner a list of procurement items. The contractor will order the procurement items. The City of Milwaukee will provide the signal timing to the vendor a minimum of two weeks before the scheduled cabinet delivery date.

For cabinets to be installed in the field by the construction contractor, provide the list of procurement items to the City of Milwaukee a minimum of 60 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 initiation of the procurement request. The City of Milwaukee reserves the right to require up to five cabinets per month to be completed, delivered, and accepted.

If the City of Milwaukee 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 owner 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 owner, except if an additional equipment item is added that is under procurement contract, the established price in the procurement contract will be paid the vendor.

Deliver cabinets to City of Milwaukee Electrical Services headquarters located at 1540 West Canal Street Milwaukee, WI 53233. Final wiring/terminations in all cabinets that are to be city owned will be performed by city forces. Coordinate final cabinet wiring with the City of Milwaukee's Traffic Signal Field Operations unit.

Delivery will be received by the owner. Schedule the delivery directly with the construction contractor. The vendor is responsible for arranging the unloading of the cabinet. Notify the electrical shop of the intent to deliver a minimum of two business days ahead of the desired delivery time. The owner will provide the vendor a list of names, phone numbers, and email addresses for contact information.

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

### **C.18 Acceptance Testing**

Complete on-site traffic signal acceptance testing in the presence of the owner. The acceptance testing will occur after the signal cabinet is fully installed at the project intersection by the construction contractor and before the traffic signal is turned on. The construction contractor and the owner 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 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 to conform to this specification.

Upon successful completion of the acceptance testing as determined by the owner, a 30-day conditional acceptance of the signal cabinet will be provided to the vendor. Should the cabinet within the 30-day conditional acceptance period fail to perform in any way as determined by the owner, the vendor 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 owner.

The vendor 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 made operational in the field by the vendor at no cost to the owner 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 vendor.

The owner reserves the right to perform its own tests on the traffic signal cabinet at any time using the owner's control equipment. Should an individual traffic signal cabinet be found to not meet the requirements of these specifications, the vendor shall pick up the traffic signal cabinet from the owner 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 of Milwaukee.

### **C.19 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 vendor's company letterhead, shall be addressed to both the City of Milwaukee and the construction contractor, and shall be signed by a company officer authorized to legally obligate the company.

### **C.20 Warranty**

All warranty beyond one year shall be from the manufacturer or vendor.

The warranty shall start upon delivery of the cabinet and all supplied equipment to the owner designated location. Provide a warranty and guarantee statement which stipulates that the cabinet and all supplied equipment, including add-on accessory items, to be, individually and as a cabinet system, free from defects in materials and workmanship for a period of at least one year from the date of final cabinet acceptance in the field, or in the case of a cabinet that is to be delivered to the owner for use by the owner, from the date of delivery of an accepted cabinet to the owner. Final cabinet acceptance in the field is after a successful 30-day conditional acceptance period is completed. Delivery of a cabinet for testing does not constitute acceptance of the cabinet. Turn over to the City of Milwaukee warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Milwaukee as the obligee on all manufacturers' warranties and guarantees. Shipping costs, both to the factory or an Authorized Repair Depot, and return, shall be paid by the vendor.

The warranty shall provide for full repair or replacement, as determined by the owner, of the failed item or cabinet system, including removal and making the item or system fully operational in the cabinet, at no cost to the owner. Vendor warranty service response times after notification by the owner:

1. 4 hours to have qualified service personnel on site at the intersection.
2. 12 hours to have the signal safely operational, including all phases and enough detection to run the intersection phasing (minimum 8 detectors).
3. 48 hours on business days to restore the signal to full original operations.

If a malfunction in the controller unit, MMU, module, or any auxiliary equipment occurs during the warranty period, the vendor shall, within 24 hours after notification (excluding Saturday and Sunday), furnish and make fully operational in the cabinet, an identical, programmed, controller unit, MMU, module, or auxiliary equipment, for use while the warranted unit is being repaired or replaced. The isolation of any malfunction during the warranty period shall be the responsibility of the vendor.

The City of Milwaukee reserves the right to make repairs to malfunctioning cabinets and equipment that are under warranty, up to and including complete replacement of the cabinet, when in the owner's determination the safety of the traveling public is best served. Such repair work will not in any way void or limit the vendor's warranty and guarantee specified above. The owner will notify the vendor in writing of the repair.

The vendor shall within five business days after notification replace, at the electrical shop, all cabinets, equipment, and supplies used by the owner in making repairs, with new parts meeting the requirements of this specification.

If any cabinet has three or more equipment or cabinet system failures, resulting from poor workmanship, within the first six months of operation after owner acceptance, an entirely new cabinet exactly matching the existing cabinet shall be furnished and made fully operational by the vendor at no additional cost to the owner. Any traffic control, including but not limited to signing, channelizing devices, temporary signals, police control, and flaggers, that becomes necessary as determined by the owner in order to safely

replace the cabinet is the full responsibility of the vendor. The original cabinet becomes the property of the vendor.

Provide, at no additional cost, firmware/software maintenance, problem resolution phone technical support, problem resolution technical support in the supplier's facility, firmware/software patches, and firmware/software upgrades for a minimum of three years. The lead for technical support and primary owner contact for support shall be a qualified person employed by the vendor's local office who is personally familiar with the owner's software and signal operations. Help desks and manufacturer's representatives may be utilized by the lead technical support person as resources but are not acceptable for lead technical support.

Maintain an inventory of the firmware/software version on each controller provided. Notify the City of Milwaukee's electrical shop supervisor or lead electrician in writing when a firmware/software patch or upgrade is available. The owner will direct the vendor when to load the patch or upgrade for each controller. Load the patch or upgrade and provide a usable copy of the patch or upgrade to the owner. Alternatively, when requested by the owner, provide the patch or upgrade to the owner for installation by the owner.

**D Measurement**

The department will measure ATC Controller & Cabinet by each controller and cabinet 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.0060.204	ATC Controller & Cabinet	EACH

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

**48. Electrical Service Pedestal, Item SPV.0060.205.**

**A Description**

This special provision describes providing electrical service pedestals.

**B Materials**

Furnish 120/240V meter breaker pedestal conforming to standard spec 656.2.3., except do not supply service.

**C Construction**

Install service pedestal at location shown in plans. Install grounding electrodes as required by local utility and install appropriate grounding conductors. Contact Mr. Rudy Gutierrez, Electrical Services Manager (414) 286-5941 office, (414) 708-5148 mobile with two working days' notice when pedestal will be ready for service.

**D Measurement**

The department will measure Electrical Service Pedestal by each pedestal, 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.0060.205	Electrical Service Pedestal	EACH

Payment is full compensation for providing pedestals, including installing electrodes and grounding conductors.

**49. EVP 1 Direction Infrared Detector, Item SPV.0060.206;  
EVP 2 Direction Infrared Detector, Item SPV.0060.207.**

**A Description**

This special provision describes providing emergency vehicle preemption (EVP) 1-direction and 2-direction infrared detectors.

**B Materials**

Furnish a 1 channel, 1 direction or 1 channel, 2 direction infrared detector.

**C Construction**

Install detector as shown in the plans and according to manufacturer's recommendations. Detectors shall be oriented around a single turret.

**D Measurement**

The department will measure EVP 1 Direction Infrared Detector and EVP 2 Direction Infrared Detector by each detector, 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.0060.206	EVP 1 Direction Infrared Detector	EACH
SPV.0060.207	EVP 2 Direction Infrared Detector	EACH

Payment is full compensation for providing infrared detectors and all associated mounting hardware.

**50. EVP Phase Selector Card 4 Channel, Item SPV.0060.208.**

**A Description**

This special provision describes providing emergency vehicle preemption phase selector cards.

**B Materials**

Furnish a 4 channel phase selector card. The selector card shall be capable of functioning with a GPS radio unit as well as infrared system detectors simultaneously.

**C Construction**

Install phase selector card into the appropriate slot in the controller cabinet and make all necessary wiring connections to EVP detectors.

**D Measurement**

The department will measure EVP Phase Selector Card 4 Channel by each card, 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.0060.208	EVP Phase Selector Card 4 Channel	EACH

Payment is full compensation for providing selector cards and making all necessary wiring connections.

**51. EVP Confirmation Light, Item SPV.0060.209.**

**A Description**

This special provision describes providing emergency vehicle preemption confirmation lights.

**B Materials**

Furnish a typical confirmation light assembly and LED flood light.

**C Construction**

Install confirmation lights as described in the plans.

**D Measurement**

The department will measure EVP Confirmation Light by each light, 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.0060.209	EVP Confirmation Light	EACH

Payment is full compensation for providing confirmation lights.

**52. Pedestrian Countdown Signal Face 12-Inch, Item SPV.0060.210.**

**A Description**

This special provision describes providing pedestrian countdown signal faces.

**B Materials**

Furnish a 12-Inch Light Emitting Diode (LED) Pedestrian Countdown Module that meets ITE PTCSI-STD Part 2 from March 2004 or current Institute of Transportation Engineer (ITE) standards. The countdown digits shall be displayed with an LED color/type of Portland Orange. The unit shall be able to operate when exposed to temperatures between -40 to 165 degrees Fahrenheit. The operating voltage shall be between 80 to 135VAC, and the wattage drawn shall be 7W.

**C Construction**

Install Pedestrian Countdown Signal Face 12-Inch as shown in the plans. Install following standard spec 658.3. The Pedestrian Countdown Signal Face 12-Inch shall be installed in the same housing and immediately below the Pedestrian Signal Face 12-Inch.

**D Measurement**

The department will measure Pedestrian Countdown Signal Face 12-Inch by each signal face, 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.0060.210	Pedestrian Countdown Signal Face 12-Inch	EACH

Payment is full compensation for providing signal faces.

**53. Electrical Riser, Item SPV.0060.211.**

**A Description**

This special provision describes providing electrical risers.

**B Materials**

Furnish C-condulets, reducer bushings, banding, 1" aluminum conduit, 1/2" aluminum conduit, 1" terminal adaptor, weather head, and sealant as shown in electrical riser detail.

**C Construction**

Install materials as shown in electrical riser detail.

**D Measurement**

The department will measure Electrical Riser by each riser, 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.0060.211	Electrical Riser	EACH

Payment is full compensation for providing electrical risers, including all appurtenances.

## 54. Lighting Units Salvaged, Item SPV.0060.301.

### A Description

This special provision describes removing, handling, storing, and reinstalling existing lighting units.

### B Materials

High pressure sodium (HPS) light fixtures and bulbs are considered hazardous material and disposal shall be done according to the article Lamp, Ballast, LED, Switch Disposal by Contractor. Except for HPS fixtures and bulbs and salvaged materials, all removed material shall become the property of the contractor and be disposed of off the project site.

Salvaged materials consist of poles, bracket arms, clamps, and/or luminaires as shown in the plans.

### C Construction

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

Any lighting unit damaged while removing, handling, storing, and re-installing shall be replaced or repaired by the contractor at no additional cost to the department.

Reinstallation of the lighting units shall be done according to pertinent requirements of standard spec 657.3 and 659.3.

Dispose of all surplus materials off the project site.

### D Measurement

The department will measure Lighting Units Salvaged by each lighting 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.0060.301	Lighting Units Salvaged	EACH

Payment is full compensation for removing, handling, storing, and reinstalling.

## 55. Poles Type A31 Black Concrete, Item SPV.0060.302.

### A Description

This special provision describes providing black concrete poles.

### B Materials

The total height of pole from the butt of pole to the top is 36 feet 10 inches +/- . The pole shall be concrete, one-piece with dimensions, taper and cross section as shown in the drawings. The butt section shall be octagonal in shape as indicated in the drawings. The pole shall be manufactured as a prestressed and reinforced centrifugally spun pole as set forth in ASTM C1089-88 unless otherwise directed.

#### B.1 Concrete

Shall meet all the requirements of ASTM C33. All aggregate employed in the manufacture of the concrete pole shall be a combination of hard black stone and white crystalline stone. The texture and color of the aggregates shall be approved by the City of Milwaukee Street Lighting Engineering Section before production starts.

The aggregates shall be of adequate strength in resisting crushing stresses and impervious to moisture; of such character as not to deteriorate or change as a result of continued exposure for years to the weather; and of such character that it crushes into masses approximately cubical in form, not in flakes. Aggregates shall all pass a three-eighth-inch sieve, with a minimum size passing a #100 sieve.

The cement shall be fresh and free from lumps and shall conform to specifications of ASTM, serial designation C-150, Type I or Type III.

The water employed shall be free from acids, alkalis, oil, or organic matter.

The materials combined to produce the concrete shall be proportioned by weight.

## **B.2 Concrete Strength**

The concrete strength shall meet the following requirements when tested according to A.S.T.M. C39.

### Release of Prestressing Steel

Concrete cylinders made according to ASTM C31 shall attain a minimum strength of 3,500 psi at the time that prestressing is released.

### 28 Days

Concrete cylinders made according to ASTM C31 shall attain a minimum strength of 8,000 psi at 28 days.

## **B.3 Admixture**

The pole shall be manufactured with quality HSF (high silica fume) cement to reduce porosity in the concrete and increase compressive strength.

## **B.4 Process and Surface Finish**

The finished concrete used in the manufacture of the pole shall be a very dense product, free from undesirable air pockets or voids.

The concrete shall be compacted by the centrifugal process so that the surface is dense, with the coarse and fine aggregate evenly distributed.

The mixture of aggregates shall be essentially uniform over the entire exterior surface of concrete poles furnished.

Size of the duct shall be controlled so that the prestressed and/or reinforcing rods are not embedded in "slurry" (i.e., water-cement-sand mix that collects in the pole core during the spinning process).

Following the casting operation, the pole shall be cured with low-pressure steam for as long as needed to reach the necessary strength to allow handling and release of prestressing wires. Poles shall remain in storage for as long as needed for the concrete to reach the required compressive strength. Poles shall meet the design strength before shipment is allowed.

To assure that poles are not prematurely exposed to freeze-thaw action and deicer, adequate curing of the concrete for development of sufficient strength to resist scaling and for reduction of water content of the concrete shall be the responsibility of the manufacturer.

The finished surface must be polished so that the color and surface smoothness are uniform over the entire surface. The face surface shall be sealed with a siloxane entreating sealer and a high molecular weight acrylic copolymer or other sealing compounds that will yield equivalent degree of protection from water, salt, and/or other chemical infiltration and does not discolor or fade.

The concrete pole to be furnished under this specification shall be uniformly consistent in color and finish.

Treatment with diluted acid to obtain the desired finish is not permitted.

The finished surface of the pole shall be free from visible pits, fins, grooves, patches, or other surface markings not specifically enumerated herein.

The top of the pole shall be flat and perpendicular to the longitudinal axis of the pole so that the pole cap will have a positive seat.

Chloride accelerators shall not be used in the manufacturing process.

## **B.5 Steel**

The surface of all steel shall be free from dirt, oil, or grease. The steel used as either reinforcing or prestressing shall be adequately sized to meet the strength requirements of the finished pole, as herein specified. Longitudinal reinforcement, prestressing and spiral wrap shall comply with the latest version of the applicable ASTM standards. All prestressed wire shall be stressed to not less than 60% or more than 70% of its tensile strength.

All steel (cage and prestressing wires) used in the pole must be manufactured in the United States. Bidder must provide paperwork documenting the source of the steel, with the bid or within 3 working days of receiving a request.

## **B.6 Reinforcement**

The reinforcing cage, spiral reinforcement and prestressing steel shall be placed in position and maintained in place during the centrifugal manufacturing process. The longitudinal reinforcement, prestressing and spiral reinforcement shall continue throughout the entire length of the pole.

COVER: All steel shall be covered at all points by at least 1/2 inch of concrete, except where it may be necessary in the process of manufacture to have the rods and/or wire extend beyond the ends of the poles. In such case, the rods and/or wires shall be cut off afterward, even with the face of the molded product, unless otherwise noted on the drawings included herein.

Where the above minimum coverage cannot be maintained next to cable entrance, wire outlet, etc., the reinforcing shall be protected with a suitable sleeve.

## **B.6 Pole Strength**

The pole furnished shall withstand a 90-mph wind load plus 30 percent gust factor and a constant working load of 400 lbs.

The pole design shall allow for a maximum load of not less than twice the working load.

The elastic limit at which any pole will actually fail to withstand any additional stress without permanent injury shall not be less than 2 ½ times the working load.

## **B.7 Loading and Stability**

The A-31 (direct bury) assembly furnished under this specification shall support two brackets mounted 36-inch, 40-pound arms each with a one-hundred-pound fixture of an EPA of 5. All pole designs shall meet the latest revision of the AASHTO specifications for these poles as defined in their STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS HANDBOOK.

The entire horizontal and vertical "wind sail" area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per section 3.8.5. and height and exposure factors from table

## **B.8 Cable Raceway**

The concrete pole shall have a hollow raceway at least 1 ½ inches in diameter and continuous in a straight line, without appreciable offset, throughout its entire length. The raceway shall be free from sharp projections or edges that might injure the insulated wire or cable sheath.

Dimensions and locations for lateral opening in the raceway are shown on the drawing.

The pole shall be furnished with hand hole located on the face 90 degrees from the lateral opening in the butt of pole and shall have the minimum dimensions of 2-1/2" x 8". The cover shall be heat-treated cast aluminum, or other material as approved by the city, fastened to non-ferrous insert in the pole. The cover shall be secured to the pole using 1/4"-20 NC by 3/4" long 18-8 stainless button head tamper proof screws.

Two lateral openings into the raceway, of dimensions and locations as shown on the drawings, shall be provided in the butt of the pole. These openings shall be the same dimension on the surface of the pole and at the raceway. There shall be no taper from the outside surface to the interior raceway.

There shall be a 3" inner diameter PVC conduit in between the top of the wiring aperture and the bottom of the hand hole as shown on the drawings.



## **B.9 Riser Cable**

Pole is to be wired as shown on the plans. A separate riser cable will be required to be installed inside of pole for each lighting fixture on the pole. The riser cable shall be 50 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside the metal housing. The ground wires shall be spliced inside the metal housing and grounded to the housing and each fixture. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

## **B.10 Accessories**

Pole cap: The pole has a removable ornamental aluminum pole cap, firmly and securely fastened in place by set screws or another approved device which will securely retain it in place.

Number plaque: A plaque with the pole number as shown on the plans shall be affixed onto the pole shaft. High intensity reflective 2" silver numerals on black background. Addresses are to be stenciled to the pole as shown on the plan.

Miscellaneous: All pipes, bolts, nut wire, washers, pole caps, casting, fittings, and appurtenances of any sort are to be furnished by the manufacturer and made of approved rust-proof metal of such design, composition, and dimensions as may be approved by the city before the manufacturer begins production.

## **B.11 Waterproofing**

The top and bottom of the pole shall be properly coated with bitumastic waterproofing material.

Waterproofing material shall be of such quality and consistency that it will not crack or chip when subjected to extremely cold weather, and that it will not flow when subjected to extremely hot weather.

## **B.12 Marking**

The pole shall bear an impressed marking, or other type of marking acceptable to the city, of the type of pole, manufacturer's insignia, and casting date (month and year). Type of pole and manufacturer's insignia shall have letters at least 1" tall. The casting date shall have digits not less than 1/2" tall. All markings shall be located in line with the cable entrance in the butt of the pole and shall be placed 15" to 20" above the ground line.

## **B.13 Color Pigments**

The Black coloring is to be done by mixing a pigment into the concrete before casting. The Black color of the pole shall be uniform throughout the body of the pole and shall be maintenance free. The type of Black coloring pigment shall be indicated with the material submittal and a sample which represents the finished colored pole shall be furnished for approval of the City of Milwaukee Street Lighting Engineering Section.

## **B.14 Anti-Graffiti Shield**

The pole shall have a non-sacrificial anti-graffiti shield coating on the entire above ground length meeting the latest ASTM G53, D2247, B117 tests and test methods.

## **C Construction**

The direct bury pole is to be set as illustrated in the plans. The holes are to be 14 or 16 inches in diameter and to a depth of 6 feet 6 inches depending on manufacturers' pole butt length. The holes can be bored, hydrovac, or hand dug but all shall be cylindrical. If any part of the hole is within three feet of a buried utility, the holes must be hand dug or hydrovac. No other method of setting poles is acceptable.

In some cases, the poles are to be installed in areas of concrete walk. Prior to concrete removal, sawcut the concrete in a square or rectangular shape to allow adequate room for pole and cable installation. The contractor shall be responsible for disposing all debris from excavation and removed from site.

There is to be a minimum 6-inch bed of tamped pea gravel for the pole to set on. Then pea gravel is to be backfill around the pole and be tamped every 12 inches and filled to within 3 inches of finished grade. The pea gravel shall consist of particles from natural gravel deposits and shall be composed of clean, hard, tough, durable pebbles free from adherent coatings, soft, flat, or elongated particles, and organic or other deteriorative matter. The following limits apply to deteriorative substances in the pea gravel.

Chert	not over 4% by weight
Coal	not over ½% by weight
Clay lump and friable particles	not over ½% by weight
Soft fragments	not over 1% by weight
Any combination of the above	not over 4% by weight
Flat, elongated or laminated pcs.	Not over 10% by weight

(Flat and elongated particles are those having a length more than five times the average thickness)

Grading requirements of the pea gravel are as follows:

Passing 3/8-inch sieve	95% to 100%
Passing No.4 sieve	25% to 50%
Passing No.8 sieve	0% to 5%

Each unit will require approximately 0.25 cubic yard of pea gravel.

In areas where concrete walk was removed, install felt paper around the base of pole and Concrete Sidewalk 5-Inch. Concrete shall match adjacent grades.

**D Measurement**

The department will measure Poles Type A31 Black Concrete by each pole, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.302	Poles Type A31 Black Concrete	EACH

Payment is full compensation for providing and installing the Black concrete pole, riser cable or cables, pea gravel, riser cables, excavation, backfilling, and for disposing of surplus material.

**56. Luminaire Arms Single Member 6-FT - Special, Item SPV.0060.303.**

**A Description**

This special provision describes providing luminaire arms.

**B Materials**

Bracket arm material shall be aluminum alloy, with a satin finish.

Bracket arm is 2" schedule 80 (2.375" O.D. x .218" wall) Aluminum pipe arm (6061-T6 Alloy).

Bracket arm has a 7'-3" radius bend, with a 9-inch straight piece at the end of the arm for mounting the luminaire.

Mounting plate is ½" thick Aluminum (6061-T6 Alloy).

¾" I.D. rubber grommet inserted in 1 1/16" Diameter hole located 8 inches from mounting plate.

1-inch I.D. rubber grommet for use in pole shaft.

**C Construction**

The bracket shall be attached to the pole with two ½" x 13 NC x 1 ½" long stainless-steel hex bolts, two 1 ¼" O.D. stainless steel flat washers and two ½" stainless steel lock washers. Anti-seize needs to be applied to the threads of the bolts before assembly.

**D Measurement**

The department will measure Luminaire Arms Single Member 6-FT – Special by each luminaire arm, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.303	Luminaire Arms Single Member 6-FT – Special	EACH

Payment is full compensation for the bracket arm and all connections.

## 57. Luminaires Utility 3 LED, Item SPV.0060.304.

### A Description

This special provision describes providing utility luminaires.

### B Materials

Luminaire Utility conforms with street lighting details and plans.

All features below shall be incorporated into the equipment and all items shall be furnished and installed into a complete unit ready for operation.

The LED luminaires purchased under this contract will be of utility style and shall conform with luminaire appearance shown on street lighting details and plans. The luminaires shall be designed so it can efficiently produce uniform illumination according to I.E.S. Type II, Type III and Type V light distribution according to the lighting plan.

The luminaries purchased under this contract will be of standard design of a regular production LED fixture. The luminaries shall conform in overall specification as shown on Table A.

The housing shall be rugged, high quality, cast aluminum for maximum strength, durability and lasting beauty. All castings shall be free from pits, blowholes, or other irregularities. All edges are to be free from burrs. The door is to be cast aluminum for durability.

The housing shall have an integral leveling pad or other suitable means for quick, easy and proper positioning of the luminaire.

The door shall be hinged and easily opened downward for routine maintenance. All component parts shall be easily accessible with the lower housing opened. Tool-less entry is required.

Hinges shall be constructed and designed to accurately position the door and assure a positive locking with the housing. The hinges shall be provided with a safety catch to prevent the accidental disengagement of the door during servicing.

The entire housing shall be polyester powder-coated for durability and corrosion resistance (4 mils/100 microns) with a  $\pm 1$  mils/24 microns of tolerance. The surface treatment shall yield >3000 hours of salt spray resistant finish per ASTM B117 standard. The housing shall have:

1. Discoloration resistant finish according to ASTM D2244 standard
2. Luster retention that meets ASTM D523 standard
3. Humidity proof that meets ASTM D2247 standard.

The surface treatment shall yield >3000 hours of salt spray resistant finish that meets testing performed per ASTM B117 standard.

The luminaire shall be grey in color unless otherwise specified.

There shall be a NEMA label as shown on Table A (clearly visible at 30 feet height) furnished separately with the luminaire. In addition, the luminaire model number and manufacturing date shall be indicated inside the housing.

Table A

	Luminaire 90W LED (Type II, III distribution)	Luminaire 135W LED (Type II and III light distribution)	Luminaire 90W LED (Type V distribution)
Factory set input power (Watt)	90 ± 5%	135 ± 5%	90 ± 5%
# of LED	≥ 40	≥ 40	≥ 48
NEMA Label	2LED2 (for Type II) 2LED3 (for Type III)	3LED2 (for Type II) 3LED3 (for Type III)	2LED5 (Type V)
Max.Dimension	22.75" (D) * 4.38" (H)*11"(W)	23.25" (D) * 4.38" (H)*11"(D)	23.25" (D) * 4.38" (H)*11"(D)
EPA (sq. ft.)	≤ 0.53	≤ 0.53	≤ 0.53
Weight	≤ 12.5 lbs.	≤ 12.5 lbs.	≤ 12.5 lbs.
BUG Rating	B3-U0-G3	B3-U0-G3	B4-U0-G2
Min. Efficacy (lumen/Watt)	117	112	134
Min. Delivered Lumens	10,618	15,160	10,830

There shall be a minimum 40 LED on the optical assembly system. The refractor shall be UV stabilized optical grade polymer refractor lenses for optimal lighting distribution and superior lighting uniformity over time. The system is to be NEMA IP66 rated for dust and water resistant. The luminaires shall meet LM-63, LM-79 and TM-15(IESNA) standard for photometric performance.

The L<sub>70</sub> for the luminaires, per IESNA TM-21, must be ≥ 60,000 hours. The Lumen maintenance % is to be >97.5% at 60,000 hours of operation.

The color temperature is to be 3,000K CCT.

The fixture shall be designed and built with passive cooling mechanism (no cooling device with moving parts) by natural vertical convection air flow. The fixture shall be designed and built with openings to enable natural cleaning and removal of dirt and debris, and resistant to animal trapped or building nest on the luminaire. The luminaire shall be rated for operation in ambient temperature of -40°F to 104 °F.

For Type II and Type III luminaire, a single type of luminaire (one for each type of light distribution) shall satisfy the different wattage requirement. The luminaire's input power should be factory set as shown on Table A.

The luminaire shall be supplied with dimmable driver and field adjustable output selector which enable the luminaire to provide 10,618 lumens to 15,160 lumens with efficacy >110. The field adjustable wattage chart shall be attached on the inside of the door opening.

For Type V luminaire, due to the light distribution pattern and uniformity, a separate type of luminaire is acceptable, but it is to meet the requirements shown on Table A.

The electronic driver must have an expected lifespan of ≥60,000 hours at 25°C ambient. The supplied driver shall be auto adjusting type with universal voltage input from 120 Volts to 277 Volts @ 60Hz.

A surge protector which provides a minimum of 20kV/10kA protection as per IEEE/ANSI C62.41 Category C and ANSI C136.2-2015 is to be included. There shall be a visual indicator showing the surge protector is operational.

A heavy-duty terminal block shall be provided which will accept wire sizes up to #6 A.W.G. The terminal block shall be compatible with either aluminum or copper wire.

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter with option to mount the fixture at ±5° in 2.5° step. Provide a 2-bolt clamping mechanism with 3G vibration rating per ANSI C136.31. A built-in bird guard shall be standard with the fixture.

All nuts, bolts, latches, etc. furnished with the luminaire shall be fabricated from stainless steel or non-ferrous materials.

The luminaire is to be equipped with 7 pins receptacle and shorting cap.

Each luminaire should be uniquely identifiable by having a QR Code on each luminaire for app scanning to access the luminaire specification and configuration, in addition to the geographical location at point of installation. The app should be free of charge to purchaser for the lifetime of the luminaire.

The luminaire is to be DLC certified for energy efficiency at time of purchase.

The luminaire shall be designed to seamlessly equip with optional light shield for further lighting control. The optional light shield for the luminaire shall be of standard product from the same manufacturer and readily available.

### **C Construction**

Install lighting fixture on the mounting bracket on the pole according to manufacturer standards. Provisions for inserting 2#12UF with ground riser cable between the fixture and cable connecting point at the transformer base/ hand hole shall be included per applicable details within design set.

### **D Measurement**

The department will measure Luminaires Utility 3 LED by each luminaire, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.304	Luminaires Utility 3 LED	EACH

Payment is full compensation for providing luminaires.

## **58. Installing A31 Mounting Clamp (Single Bracket), Item SPV.0060.305.**

### **A Description**

This special provision describes installing city-furnished mounting clamps for A31 light poles.

### **B Materials**

The two-piece mounting clamp is cast aluminum alloy #713.

Contact the Street Lighting Shop Yard 4 working days before with the exact number of materials needed.

The contractor will be responsible for the materials that they take possession of and for the returning any unused materials back to the shop in good condition. If any materials returned to the shop yard are damaged or broken the contractor will be responsible for replacing the broken or damaged item.

### **Street Lighting Shop Yard Contact Person:**

Neal Karweik – (414) 286-5943 office / (414) 708-4245 cell

All the materials shall be picked up all at one time.

The Street Lighting Shop Yard hours for picking up materials is from 8:00 AM to 2:00 PM Monday through Friday.

Contractor shall exit the shop yard no later than 2:00 PM.

### **C Construction**

The clamp shall be attached to the pole by aligning the cable slot near the top of the pole with cable slot on bracket and securing bracket to pole using 4 stainless steel 1/2" bolts, washers, lock washers and nuts. Use Anti-Seize Lubricant on the bolt threads.

## D Measurement

The department will measure Installing A31 Mounting Clamp (Single Bracket) by each clamp, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.305	Installing A31 Mounting Clamp (Single Bracket)	EACH

Payment is full compensation for coordinating and completing pickup, returning unused materials, and installing the clamp.

## 59. Watertight Splices and Connections, Item SPV.0060.306.

### A Description

This special provision describes providing electrical connections and splices.

### B Materials

Furnish materials conforming to the WSEC, consisting of chapter comm. 16 of the WEC combined with the NEC.

All materials furnished under this contract for street lighting installation are subject to approval by the City of Milwaukee street lighting engineer. A prototype maybe requested for submittal by the engineer with a cable sample installed and spliced for approval prior to field installation.

The contractor shall furnish a complete list of materials to be furnished and used for street lighting. Such list shall include names and addresses of manufactures, together with catalog numbers, certificates of compliance, specifications, and other product information requests by the engineer. The list shall be submitted within 10 calendar days of execution of contract. No material shall be incorporated into the lighting system prior to the written approval of the engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without resubmitting for approval

Use either the Polaris Edge (ISPB2) or Morris Product submersible insulated connector or else an approved equivalent connector that is 3, 4, or 6 Port Pre-Insulated, that is designed for use in below grade boxes, direct burial, and submersible. The Conductors Range from #2/0 - #14 Rated for 600 Volts Dual Rated for CU. or AL.

Use a fuse holder assembly that is rated for 600 volts and up to 30 amps, 1-Pole Breakaway, with copper set screw terminals for LOAD, and Wire Size Range #12 to #8 AWG.

Provide 3 amp – 250 volt fuses, from the recommended fuse list from the fuse holder manufacturer.

Attach waterproof and tear resistant cable tags/labels for identifying the circuit. Attach a tag/label per street lighting conductor, and or cable for each branch circuit leg.

### C Construction

#### C.1 General Requirements

Work under items related to the street lighting system shall conform to the National Electrical Code (NEC), 2020 Edition, or the latest edition adopted by the State of Wisconsin, Wisconsin Department of Commerce Chapter Comm 16 (Electrical) State of Wisconsin electrical code, City of Milwaukee code, and these special provisions and good electrical practices. The contractor shall not take advantage of lack of details in plans or these specifications where to do so would conflict with the applicable code and standards.

#### C.2 Personnel Qualifications

An electrician holding all appropriate licenses (including City of Milwaukee Licenses) shall supervise all work done referring to the street lighting system. All splices shall be made by an electrician. For the purposes of this contract, an electrician is a person who served a 4-year apprenticeship and passed state exams.

### C.3 Splices

Perform water tight splicing in a pull box. Conductor runs shall be continuous between pole locations, and no splicing of conductors outside the pull box will be allowed. The water tight splices shall reside in the pull box and above the 3-foot wiring coils. The 2#12UF with ground cable (per luminaire) shall be brought to the pole hand hole where it will be spliced with the riser cable to the light fixture. Install a watertight fuse holder in-line with the hot conductor that leads to the luminaire. Fuse holder shall be accessible in the pole at the hand hole. Oxide inhibitor (OX4) or equivalent shall be applied on all spliced points.

Bundle circuit conductors together and identify circuit at every split point.

Hand hole splices if needed shall be completed using a multi-tap connector. The connector shall be rated for 600 volts, conductor range #1/0 through #14 AL-CU, have an insulating cover rated at 105 degrees Celsius, and meet or exceed ANSI 119.4 Class A specifications for reliability.

### C.4 In Service Distribution Systems

Do not make splices to any underground connections or to any existing distribution system.

### C.5 Testing

After the city makes preliminary acceptance of the street lighting system, it will be monitored by the City of Milwaukee, Street Lighting Electrical Services during a 60-calendar day operational "burn in". Final acceptance of the lighting system will be based on its meeting standard operational criteria as stated in these specifications. The contractor shall be responsible for all necessary repairs and adjustments to the lighting system to meet standard operational criteria.

### D Measurement

The department will measure Watertight Splices and Connections by each splice/connection 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.0060.306	Watertight Splices and Connections	EACH

Payment is full compensation for furnishing multi-port submersible insulated connectors, in-line fuse holder assemblies, waterproof and tear resistant cable tags/labels, anti-oxidant for wire connections, and for making all splices and connections.

## 60. Installing Lighting Units, Item SPV.0060.307.

### A Description

This special provision describes installing city-furnished lighting units.

### B Materials

Use materials furnished by the City of Milwaukee including Harp pole, shroud (2-piece base cover), and Milwaukee Harp lighting fixture with SOLED screw-in LED lamp (70-watt equivalent).

Contact the Street Lighting Shop Yard 4 working days before with the exact number of materials needed. All materials shall be picked up all at one time. The Street Lighting Shop Yard hours for picking up materials is from 8:00 AM to 2:00 PM Monday through Friday. Contractor shall exit the shop yard no later than 2:00 PM.

Neil Karweik, (414) 286-5943 office or (414) 708-4245 mobile

The contractor will be responsible for the materials taken possession of and for the returning of any unused materials back to the shop in good condition. If any materials returned to the shop yard are damaged or broken the contractor will be responsible for replacing the broken or damaged item.

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

**C Construction**

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

Request a lighting inspection of the completed lighting unit installation to the engineer at least 5 working days prior to the time of the requested inspection. The City of Milwaukee Street Lighting personnel will perform the inspection.

**D Measurement**

The department will measure Installing Lighting Units by each lighting 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.0060.307	Installing Lighting Units	EACH

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

**61. Pole Wood 35-FT, Item SPV.0060.308.**

**A Description**

This special provision describes providing a 35-foot wood pole, as shown on the plans, according to standard spec 651 and 657, and as hereinafter provided.

**B Materials**

Furnish wood poles that are Class 4 or larger with a 35-foot minimum overall length. The poles shall be shaved the entire length and conform to ANSI 05.1.

Wood poles shall be pressure treated with a 5 percent pentachlorophenol mixture with a minimum of 8 pounds per cubic foot net retention of the oil-borne preservative.

**C Construction**

Install the pole as shown on the plans and according to standard spec 657.3.1.1. As necessary, install #4 AWG grounding wire exothermically bonded to a 5/8-inch by 8-foot copper clad grounding electrode, cable guard, and NEMA 3R junction box 3 feet above grade level for splice.

**D Measurement**

The department will measure Pole Wood 35-FT as each individual pole, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.308	Pole Wood 35-FT	EACH

Payment is full compensation for providing and installing the wood pole, including grounding lugs and related hardware, for hardware and fittings necessary to install the pole, for leveling shims, and for corrosion protection, and all excavation and backfill.

**62. Concrete Light Bases Type 1, Item SPV.0060.309.**

**A Description**

This special provision describes providing street lighting concrete bases.

**B Materials**

Use 2 1/2-inch schedule 40 PVC electrical conduit according to standard spec 652. Provide an 18-inch radius 90-degree elbow bend.



Furnish four ¾-inch diameter by 3-foot L-bolts, nuts, and washers conforming to ASTM F1554, grade 105. Hot-dip galvanize the entire length of the L-bolts, and the nuts and washers conforming to ASTM A153. Thread at least 12 inches of the anchor rod. Use zinc coated nuts manufactured with sufficient allowance to allow nuts to run freely on the threads. Refer to corresponding detail drawing in plan set for additional material info and sizes.

Furnish ½-inch reinforced bar steel according to standard spec 505.2.

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

**C Construction**

Construct concrete base including necessary hardware, of specified type according to current City of Milwaukee design methods and standards. Concrete base shall be 22 inches in diameter and 36 inches deep with an 11-inch diameter bolt circle.

Construct concrete bases according to standard spec 501, and provide the surface finished specified in standard spec 502.3.7.2 and plan details. Inspect the forming and applicable reinforcement for concrete bases before pouring the concrete. Cure exposed portions of concrete bases according to standard spec 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.

**D Measurement**

The department will measure Concrete Light Bases Type 1 by each individual base, 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.0060.309	Concrete Light Bases Type 1	EACH

Payment is full compensation for furnishing conduit, hardware, concrete, all other materials and tools; for excavation; for constructing the base; and for restoring the site.

**63. Marking Stop Line Epoxy 24-Inch, Item SPV.0090.102;  
Marking Crosswalk Epoxy Transverse Line 12-Inch, Item SPV.0090.103.**

Provide pavement markings according to standard spec 646 and as shown on the plans.

**64. Storm Sewer Pipe PVC 12-Inch, Item SPV.0090.104.**

**A Description**

This special provision describes providing polyvinyl chloride (PVC) storm sewer pipe according to standard spec 608.

**B Materials**

*Add the following to standard spec 608.2:*

Furnish PVC pipe. Storm sewer pipe will be accepted on the basis of a Manufacturer's Certificate of Compliance and the engineer's field inspection upon delivery.

Manufacturers of PVC pipe shall request evaluation and approval of their products by filing with the department's Bureau of Technical Services, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade, and PVC plastic cell classification. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter pipe to be furnished conforming to all requirements of these specifications. The pipes tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's pipe. The manufacturer of the pipe shall also submit with the certification a guarantee that all pipe furnished is of the same quality and composition and conforms

to the specification requirements as tested by the independent laboratory, as long as the manufacturer continue to furnish materials for WisDOT projects.

PVC pipes and fittings shall conform to the requirements of standard specification for PVC Sewer Pipe with a smooth interior, smooth exterior, and fittings, ASTM Designation: F949. Joint connections shall include gaskets as recommended by the manufacturer.

### **C Construction**

*Add the following to standard spec 608.3:*

Trench width shall be according to standard practice for underground installation of flexible thermoplastic sewer pipe, ASTM Designation D 2321. Minimum trench width shall be not less than a greater of either the pipe outside diameter plus 16 inches or the pipe outside diameter times 1.25 plus 12 inches.

Seal joints for sewer pipe to be soil tight to AASHTO Standard Specifications for Highway Bridges, section 26.4.2(e).

Protect all storm sewer pipes until final acceptance of the work. Replace all pipes that are damaged either through the construction operations or due to contractor failure to properly protect the same, in kind at contractor expense.

Backfill all trenches and excavations immediately after the sewers have been constructed therein. Use backfilling material that is according to the requirements for granular backfill, standard spec 209, except that all such materials placed around the pipe and to 6 inches above the pipe shall pass a 25 mm sieve.

### **D Measurement**

The department will measure Storm Sewer Pipe PVC 12-Inch by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.104	Storm Sewer Pipe PVC 12-Inch	LF

Payment is full compensation for providing storm sewer; for excavating; for providing and removing sheeting and shoring; for constructing the foundation; for sealing joints; for backfilling; for cleaning out; and for restoring the site.

## **65. 4-Inch Nonmetallic Conduit Concrete Encased 2-Duct, Item SPV.0090.105; 4-Inch Nonmetallic Conduit Concrete Encased 6-Duct, Item SPV.0090.107; 4-Inch Nonmetallic Conduit Concrete Encased 8-Duct, Item SPV.0090.108.**

### **A Description**

This special provision describes providing cement encased multiple duct conduit packages below grade as shown on the plans and as hereinafter described.

### **B Materials**

#### **B.1 Conduit**

Furnish and install DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WisDOT field inspection upon delivery.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

#### **B.2 Conduit Spacers**

Furnish and install nonmetallic interlocking base spacers and intermediate spacers that provide a 1" vertical and 1" horizontal separation between PVC pipes. The base spacers shall provide a 3" vertical separation from the trench bed to the bottom of the PVC pipes.

### B.3 Conduit Bed

Furnish and install a minimum 2" conduit bed of stone chips or crushed stone screenings conforming to the following:

#### 3/8-Inch Crushed Stone Chips

<u>Sieve Sizes</u>	<u>% Passing by Weight</u>
1/2"	100
3/8"	90-100
No. 8	0-15
No. 30	0-3

#### Crushed Stone Screenings

<u>Sieve Sizes</u>	<u>% Passing by Weight</u>
1/2"	100
No. 4	75-100
No. 100	10-25

### B.4 Concrete

Furnish a concrete mix type to encase the ducts as follows:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3100 lbs
Water	35 gals
Chryso Air 260 or approved equal	2.0 ozs
Chryso Plast 209 or approved equal	7.0 ozs
Air	5%

Mix the materials to provide an approximate 3 inch slump.

### B.5 Slurry Backfill

Furnish aggregate slurry backfill consisting of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C)	75 lbs.
Concrete Sand (Damp)	1830 lbs.
No. 1 Concrete Aggregate	1830 lbs.

Mix the materials with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix in the trench directly from a concrete transit mix truck.

### B.6 Pull Rope

Furnish pull rope with the following specifications:

1. Flat construction (7/16" to 5/8" wide).
2. 100% woven aramid fiber (may include tracer wire).
3. 1500 lbs. Minimum pull strength prelubricated sequential footage markings for location

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243..

## C Construction

### C.1 Excavation

The excavation shall have the minimum or maximum dimensions shown on the plans and as follows:

Number of Ducts Wide	Minimum (Inches)	Maximum (Inches)
1	8 1/2	11
2	14 1/8	16 5/8
3	19 3/4	22 1/4
4	25 3/8	27 7/8
5	31	33 1/2
6	36 5/8	39 1/8
7	42 1/4	44 3/4
8	47 7/8	50 3/8

These minimum and maximum trench widths apply to standard 4 inch PVC electrical duct only. The excavation may be widened when approved by the engineer.

Sheath and brace open-cut trenches as required by code and as necessary to maintain safety.

The dimensions of the excavation will be governed by the number, configuration and the grade (cover) to which the conduit is to be installed as shown on the plan. The walls of the excavation shall be clean and true.

Prior to excavating trenches, expose the existing manhole and conduit lines. The object of this is to permit adjustments in line and grade to avoid special construction methods. Protect the exposed manhole and conduit from damage.

Lay the conduit at a depth so that sufficient protection from damage is provided.

The standard cover for mainline conduit is 39 inches and the minimum cover is 28 inches. Maintain the standard cover wherever possible. Any deviation less than the minimum cover requires the approval of the engineer.

Grade the trench to have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, obtain the approval of the engineer prior to excavating the deeper trench.

In grading a trench for mainline conduit, there are three general practices for direction of pitch.

1. When grading a trench in a street with a level grade, the high point of the trench bottom should ordinarily be centered between manholes and pitched downward equally toward each manhole.
2. Where the street slopes in one direction, locate the high point of the trench bottom approximately 30 feet from the end wall of the higher manhole and grade toward both manholes.
3. Where a steep grade is encountered, grade the trench at the minimum pitch from the end wall of the higher manhole to a point approximately 20 feet toward the lower manhole. From this point, follow the street grade at the standard cover to a point approximately 20 feet away from the end wall of the lower manhole. From this point, lay the remainder of the section at the normal pitch.

After the rough excavation is completed prepare the bottom of the trench to receive the conduit. Bring the conduit bed to the final grade by grading uniformly from the high point to the low or drainage points. Use stone chips or crushed stone screenings to grade the trench.

### C.2 Placing of Duct

Proceed with placing the ducts as soon as the conduit bed has been completed. Inspect all ducts before placing to see that the bores are clean and free from mud, sand, etc. Use only ducts with a smooth bore, free from burrs or rough projections. Smooth off burrs or other rough projections by rasping or scraping.

Place the duct on base spacers with the ends staggered so no two couplings are adjacent. If cut pieces are used, place the cut end at the manhole. Locate the base spacers within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

Use full length pieces for the balance of the conduit line.

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of 20 foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. Place these intermediate spacers on top of the base spacers located within two feet from each duct end and one in the middle of each duct. Place the intermediate spacers and ducts for the remaining tiers. Glue each length into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Exercise caution in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, place wood trench and duct bracing on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

This procedure shall be followed with succeeding lengths, providing spacers at the proper intervals, until sufficient trench footage of completed formation has been placed and is ready to receive concrete encasement.

The terminating point for mainline conduit will be the inside manhole wall. Install a standard end bell fitting flush with the wall on all duct access points.

Install a #10 copper tracer wire along and above the centerline of the duct for encasement in the concrete. The wire shall be 4 feet longer than the run of conduit and be at least 2 feet long at each access point.

Install a pull rope in each run of conduit, as laid. The rope shall be 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. Anchor the pull rope at each access point in a manner acceptable to the engineer.

### **C.3 Concrete Encasement**

Begin concrete encasement after sufficient conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and three 3 inches on the bottom. After placing, puddle the concrete with a splicing bar or similar tool so that complete duct encasement is accomplished. Remove wood braces used to keep the conduit from floating before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling.

### **C.4 Slurry Backfill**

Backfilling of the conduit immediately after the duct has been inspected, approved, and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill the concrete encased conduit. The trench shall be backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

### **D Measurement**

The department will measure 4-Inch Nonmetallic Conduit Concrete Encased 2-Duct; 4-Inch Nonmetallic Conduit Concrete Encased 4-Duct; 4-Inch Nonmetallic Conduit Concrete Encased 6-Duct; 4-Inch Nonmetallic Conduit Concrete Encased 8-Duct in length by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.105	4-Inch Nonmetallic Conduit Concrete Encased 2-Duct	LF
SPV.0090.107	4-Inch Nonmetallic Conduit Concrete Encased 6-Duct	LF
SPV.0090.108	4-Inch Nonmetallic Conduit Concrete Encased 8-Duct	LF

Payment is full compensation for furnishing the conduit, conduit bodies, conduit fittings, conduit spacers, end caps and trace wire; for excavating, sheathing, bracing, bedding, encasement and backfilling including any concrete, stone, aggregate slurry, bracing, or other related materials; for disposing of surplus materials; and for making inspections.

**66. Concrete Curb & Gutter HES 19-Inch, Item SPV.0090.109;  
Concrete Curb & Gutter HES 31-Inch, Item SPV.0090.110.**

Provide high early strength concrete curb and gutter according to standard spec 501 and 602.

**67. Fiber Optic Cable Outdoor Plant 144-Count, Item SPV.0090.111;  
Fiber Optic Cable Outdoor Plant 12-Count, Item SPV.0090.112.**

**A Description**

This special provision describes providing fiber optic cable and patch panels.

**B Materials**

Furnish 144-count fiber cable with the following specifications.

- Ultra low loss single-mode loose tube OS2
- 2.5mm buffer tubes
- All-dielectric outer jacket
- 12 fibers/buffer tube
- Length markings denoted in feet
- Minimum tensile strength of 2700 N/600 lbf
- Performance option code: single-mode (OS2) with max attenuation of 0.4/0.4/0.3 dB/km
- Gel-free cable

Furnish pull rope for use during installation of the fiber. Pull rope shall be rated for 1,800 lbs or greater of pull strength.

Furnish 12-count fiber cable and patch panels with the following specifications.

- 6 step patch panel
- Single mode
- Standard performance
- ST step connectors
- Pigtail (no connector)
- Outdoor rated
- Cable rating "Riser"
- Black color
- Pull kit installed on the tail

Furnish 1-inch duct with the following specifications.

- Orange color
- Nominal inner diameter of 1.03"
- Nominal outer diameter of 1.31"
- Pull tape rated for 900 lbs
- Weight of 14 lbs per 100 foot length

**C Construction**

Install and perform testing of the fiber optic cable according to standard spec 678.3.

Install 144-count fiber cable into the underground vault inside the Milwaukee city hall building as shown on the plans. Coordinate access to the building and vault location with David Henke, (414) 286-3248, [dhenke@milwaukee.gov](mailto:dhenke@milwaukee.gov) at least 3 working days prior to needing access.

**D Measurement**

The department will measure Fiber Optic Cable Outdoor Plant 144-Count and Fiber Optic Cable Outdoor Plant 12-Count by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.111	Fiber Optic Cable Outdoor Plant 144-Count	LF
SPV.0090.112	Fiber Optic Cable Outdoor Plant 12-Count	LF

Payment is full compensation for furnishing and installing fiber optic cables and patch panels; for splice enclosures and splicing; and for testing, documentation, and certifications.

**68. Electrical Cable Type 4#2/1#8 XLP, Item SPV.0090.301.**

**A Description**

This special provision describes providing service cable according to City of Milwaukee Electrical methods, the National Electrical Code standards, standard spec 651, the plans, and hereinafter provided.

**B Materials**

**B.1 General**

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) Specification No. S-61-402, NEMA WC5, latest revision.

	<b>4#2 / 1#8</b>	
<b>Size of Conductor</b>	<b>#2</b>	<b>#8</b>
<b>Number of Conductors</b>	<b>4</b>	<b>1</b>
<b>Number of Wires in Conductor</b>	<b>7</b>	<b>7</b>
<b>Type of Insulation</b>	4 Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)
<b>Insulation Thickness</b>	<b>60 mils</b>	<b>60 mils</b>
<b>Insulation Voltage Rating</b>	600 volt	600 volt
<b>Insulation Color Code</b>	1-white 1-black 1-red 1-gray	1-green
<b>Non-Hydroscopic Fill</b>	<b>None</b>	
<b>Moisture Resisting Sheath</b>		
<b>Jacket Thickness</b>	<b>None</b>	

## **B.2 Conductors**

The conductors shall be of soft round annealed uncoated stranded copper conductor per ASTM B-3, ASTM B-8, and UL Standard UL-44. Conductors No. 8 A.W.G. or larger shall be stranded. Conductors smaller than No. 8 A.W.G. shall be solid unless otherwise specified. Stranding must meet the requirements of ASTM B8, Class B.

Identification for each conductor must be provided by colors according to I.M.S.A. Standards. The outer insulation must be marked with the following information at a minimum: conductor size (AWG), 600V, XLPE, USE-2, manufacturer's name, date of manufacture. All markings must be a minimum of one-eighth inch (1/8") in height. Marking shall be at approximately 2 foot intervals. A sequential footage marking must be located on the opposite side of the jacket. All marking must be perfectly legible with permanent white ink.

All conductors shall be uncoated annealed soft copper, stranded concentrically, and encased with a cross linked polyethylene USE-2 rubber insulation.

## **B.3 Insulation**

The insulation for cable rated 600V shall be cross XLPE thermosetting chemically crosslinked polyethylene insulation according to industry standard ICEA Pub. No. S-95-658/Nema WC-70 (2009), latest revision, and shall be a nominal 45 mils. thickness. Insulation shall meet the ANSI/ASTM D2220-74 (latest revision) accelerated water absorption requirements and -30°C (-22°F) cold bend test with a separator applied between the stranded conductor and insulation to facilitate cable stripping. The outside diameter of the insulating covering must be circular and extruded concentrically over the conductor.

The nominal insulation thickness around each individual conductor shall be not less than 90% of the thickness specified in the schedule.

The insulation compound which covers each conductor shall be color coded in conformance with the N.E.M.A. Color Code Standard, unless otherwise specified; however, printed color designations as in I.3.2 or I.3.3. will not be acceptable under this specification (see schedule). Individual conductor insulation compound colors will be Black, Red, White, Gray and Green.

## **B.4 Inspection and Tests**

Each length of the individual insulated conductor and completed cable shall comply with all requirements of I.C.E.A. Standards S-61-402. Sampling and Test Methods shall be according to Part 6. A certified report of the tests made on the cable to show compliance with this specification may be required prior to shipment. If requested, a sample of the cable covered by the report shall also be submitted.

## **C Construction**

The cable shall be installed in HDPE, PVC, and Liquidtight Flexible Non-Metallic conduit when indicated on plans. Any turf damage during installation of cable shall be restored (grass, asphalt or concrete) by the contractor. All splices in luminaires and transformer bases, must be completed by the contractor unless otherwise designated on plans. Do not splice directly in underground or conduit. Do not leave wire or cable ends uncovered or submerged in water. If the engineer observes this condition, the engineer may reject the entire length of cable or wire. Make all electrical connections and splices with approved pressure or compression type fittings. Cover tape with a liberal coating of an electrical varnish or sealant providing flexible protection from oil, moisture, and corrosion. Obtain the engineer's approval of this electrical coating before using. Extend wire for termination 15 inches beyond the pole hand hole.

For all cables entering each pull box/vault, provide an extra loop, approximately 3 feet in length, to remain in each pull box/vault. This loop of cable is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

Install conductors in continuous lengths without splices from termination to termination. The contractor may splice only at hand-holes in the bases of poles. At locations where no transformer bases exist, splice at the hand-holes in poles.

## **D Measurement**

The department will measure Electrical Cable Type 4#2/1#8 by the linear foot acceptably completed.



## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.301	Electrical Cable Type 4#2/1#8	LF

Payment is full compensation for furnishing and installing cable; and for restoring the site.

## 69. Cable Aerial Aluminum 4 AWG Quadruplex, Item SPV.0090.302; Cable Aerial Aluminum 6 AWG Quadruplex, Item SPV.0090.303.

### A Description

This special provision describes providing temporary overhead cable complete with splicing, identifications, terminations, and guy wires at wood poles.

### B Materials

Overhead cable shall be aluminum conductors according to ASTM B 230 and shall be Class B stranded according to ASTM B 231, and shall conform to the values listed in the table below:

Phase Conductor			Messenger Wire		
Size AWG	Stranding	Avg. Insulation Thickness		Min. Size AWG	Stranding
		mm	mil		
6	7	1.1	45	6	6/1
4	7	1.1	45	4	6/1

The aerial cable shall be an assembly of insulated aluminum conductors and a steel messenger wire according to ANSI/ICEA S-76-474. The cable assembly may have the messenger wire intertwined with the insulated cables or lashed to the insulated cables by a factory wrap. The cable shall be assembled according to ANSI/ICEA S-76-474.

All cable shall be rated 600-V. The cable shall be rated 105° C dry and 90° C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals, and UV rated. The UL listing mark, cable voltage, insulation type and ratings, as well as the cable size, shall all be clearly printed on the cable in a color contrasting with the insulation color. When specified, each cable installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

All electric cables installed shall be color coded. Neutral wires shall be color-coded white. Single phase three wire runs of cable shall be color-coded one black, one red, and one white. Insulated ground wires, where applicable, shall be green. Color striping of cables will not be acceptable in lieu of the specified color-coding means.

Make the luminaire connections to the aerial cable with listed parallel tap insulation piercing connectors. The connector shall be rated for 600-V and be listed under UL Standard 486B.

### C Construction

Overhead cable as shown on temporary lighting plans will not be needed for final lighting. Remove temporary overhead cable. Removal of temporary overhead cable will be incidental to this pay item and it will become property of the contractor. The bid price shall reflect the salvage value of the temporary overhead cable.

Upon written request by the contractor, the engineer may permit to reuse removed temporary overhead cable of ampacity equivalent to the specified cable and of a type and condition approved by the engineer, if possible.

Install guy wires as necessary per WisDOT standard details for Spanwire Temporary Traffic Signal.

Conform to standard spec 655.3.5(9) for ground resistance testing.

**D Measurement**

The department will measure Cable Aerial Aluminum 4 AWG Quadruplex and Cable Aerial Aluminum 6 AWG Quadruplex by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.302	Cable Aerial Aluminum 4 AWG Quadruplex	LF
SPV.0090.303	Cable Aerial Aluminum 6 AWG Quadruplex	LF

Payment is full compensation for providing electrical wire; for making all connections; for providing all connectors, including wire nuts, fuses, fuse holders, splices, tape, and insulators; for providing messenger wire and guy wires; and for removing temporary overhead cable.

**70. Cable Type UF 3#10 AWG Grounded, Item SPV.0090.304; Cable Type UF 3#12 AWG Grounded, Item SPV.0090.305.**

Provide cable according to standard spec 655.

**71. Liquidtight Flexible Non-Metallic Conduit 1 1/2-Inch, Item SPV.0090.306.**

**A Description**

This special provision describes providing liquidtight flexible non-metallic conduit for traffic signals and street lighting according to standard spec 651 and 652, as shown on the plans, and as hereinafter provided.

**B Materials**

The liquidtight flexible nonmetallic conduit shall be Type LFNC-B. The conduit shall be nonconductive, noncorrosive to oil, acid, ozone, and alkaline. The conduit shall have a smooth inner surface with integral reinforcement within the conduit wall.

The flexible nonmetallic conduit shall be UL listed for use as indicated in Article 356 of the latest NEC, and for outdoor use and sunlight resistant.

The fittings and adapters shall be of the same manufacturer as the conduit.

**C Construction**

Install the fittings, adapters, and conduit in conjunction with street lighting. Install per the manufacturer's instructions and as shown on the plans.

**D Measurement**

The department will measure Liquidtight Flexible Non-Metallic Conduit 1 1/2-Inch by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.306	Liquidtight Flexible Non-Metallic Conduit 1 1/2-Inch	LF

Payment is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into existing pull box, manhole, junction box or communication vault; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

**72. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel, Item SPV.0165.101.**

**A Description**

This special provision describes providing skid/slip resistant green preformed thermoplastic bike lane markings according to standard spec 646 and the details shown on the plans.

**B Materials**

**B.1 General**

Furnish marking material that is durable, high skid and slip resistant, and suitable for use as bike lane marking on Portland cement concrete pavement surfaces.

Thermoplastic material shall conform to AASHTO designation M249 with the exception of the relevant differences due to the material being supplies in a preformed state, being non-reflective, and being of a color different from white or yellow.

Material shall be a resilient preformed thermoplastic product containing a minimum 30 percent intermix of anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements shall have a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

The material shall be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures.

The material shall contain heating indicators evenly distributed on the surface that shall act as visual cues during both the application process and post-application.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, infrared heater, or a blue-flame radiant heater.

The material shall be capable of being applied to asphalt and Portland cement concrete surfaces without preheating the application surface to a specific temperature. The material shall be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the Portland cement concrete application areas to be cured or dried out.

The material shall be capable of being applied in temperatures down to 45° F without any special storage, preheating or treatment of the material before application.

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

The material shall be supplied at a minimum thickness of 90 mil (2.29 mm).

For any questions on materials contact James Hannig at (414) 286-8750.

**B.2 Manufacturing Control and ISO Certification**

The manufacturer shall be ISO 9001:2008 certified for design, development and manufacturing and provide proof of current certification. The scope of the certification shall include the design, development, and manufacture of preformed thermoplastic marking material.

**B.3 Color**

The color of the material shall be according to FHWA Memorandum dated April 15, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

The pigment system shall not contain heavy materials or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

**C Construction**

Install the material as recommended by the manufacturer. Apply manufacturer specified sealer to the pavement surface prior to material application to ensure proper adhesion. A thermometer will not be required during the application process. The pavement shall be clean, dry, and free of debris. Supplier shall enclose application instructions with each box/package.

**D Measurement**

The department will measure Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.101	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel	SF

Payment is full compensation for preparing the surface; for providing all materials; and for replacing marking improperly installed or that fails during the proving period.

**73. Concrete Sidewalk HES 5-Inch, Item SPV.0165.102.**

Provide high early strength concrete sidewalk according to standard spec 501 and 602.

**74. Concrete Sidewalk 8-Inch, Item SPV.0165.103.**

Provide 8-inch concrete sidewalk according to standard spec 602.

**75. Track Zone Removal, Item SPV.0180.101.**

**A Description**

This special provision describes removing and disposing track zone rails, concrete, granite pavers, and other appurtenances underneath the existing pavement.

**B (Vacant)**

**C Construction**

Avoid damaging utilities during construction operations. Complete all necessary operations to remove the track zone and other appurtenances. Backfill all trenches, holes, and pits not occupied by the new pavement and base course as shown on the plans.

**D Measurement**

The department will measure Track Zone Removal by the square yard, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.101	Track Zone Removal	SY

Payment is full compensation for removing all track zone materials; and for hauling and disposing of materials.

## 76. Management of Solid Waste, Item SPV.0195.101.

### A Description

#### A.1 Description

This work will conform with the requirements of standard spec 205 of the Standard Specifications; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Soil considered to be solid waste due to lead contamination will be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

Waste Management Orchard Ridge Landfill  
W124 N9355 Boundary Road  
Menomonee Falls, WI 53051  
(866) 909-4458

Green For Life (GFL) Environmental Emerald Park Landfill  
W124S10629 South 124<sup>th</sup> Street  
Muskego, WI 53150  
(414) 529-1360

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

#### A.2 Notice to the Contractor–Solid Waste Location

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil contamination was conducted at select locations. Results indicate that solid waste (soil contaminated with lead) is present at the following location as shown on the plans:

Station 50+25 to 51+00, from reference line to project limits right, from approximately 1 to 4+ feet bgs. The estimated volume of contaminated soil to be excavated at this location is 166 CY (approximately 283 tons using a conversion factor of 1.7 tons per cubic yard).

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

If obviously contaminated soil or signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

If dewatering is required at the above location, conduct the dewatering according to Section C below.

If active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For wells that do not need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

### **A.3 Excavation Management Plan Approval**

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

Name: Andrew Malsom  
Address: 141 NW Barstow Street, Waukesha, WI 53187-0798  
Phone: (262) 548-6705  
Fax: (262) 548-6891  
E-mail: [andrew.malsom@dot.state.wi.us](mailto:andrew.malsom@dot.state.wi.us)

### **A.4 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation  
Address: 6737 W. Washington St., Suite 2100, West Allis, WI 53214  
Contact: Bryan Bergmann  
Phone: (262) 901-2126 office, (262) 227-9210 cell  
Fax: (262) 879-1220  
E-mail: [bbergmann@trccompanies.com](mailto:bbergmann@trccompanies.com)

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste fill described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted area. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted area on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

### **A.5 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

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

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

## **B (Vacant)**

### **C Construction**

*Supplement standard spec 205.3 with the following:*

Control operations in the impacted area to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the area identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the area of known contamination, larger pieces of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in area of known contamination, water generated from dewatering activities may contain chlorinated solvents, petroleum compounds and/or metals. Such water may require analytical testing, and with approval from the City of Milwaukee and the Milwaukee Metropolitan Sewerage District (MMSD) be discharged to the sanitary sewer as follows:

1. Meet all applicable requirements of the City of Milwaukee and MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with the City of Milwaukee and MMSD requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the City of Milwaukee and MMSD requirements.
2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Groundwater with a petroleum sheen cannot be discharged to the sanitary sewer per MMSD guidelines. If dewatering is necessary where the groundwater has a sheen on the surface, the water shall be pumped into a holding tank or tanker truck for off-site testing and disposal.

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

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

### **D Measurement**

The department will measure Management of Solid Waste by the ton of waste accepted by the disposal facility, and as documented by weight tickets.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.101	Management of Solid Waste	TON

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and for dewatering of soils prior to transport, if necessary.



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

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

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

### **I. BASIC CONCEPTS**

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.  
  
Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.  
  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   6   (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).  
  
Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.  
  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   2   (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

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

## II. RATIONALE AND SPECIAL NOTE

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

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

## III. 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 under-representation 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

#### Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

#### Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

#### Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT 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 contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
- Produce accurate and complete quotes
  - Understand highway plans applicable to their work
  - Understand specifications and contract requirements applicable to their work
  - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 1. Definitions

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

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **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.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **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.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

\*\*Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

### b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

#### (1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

#### (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
  2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

### 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

*Appendix A* of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. 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.

#### a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, 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. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, 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 B.* 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 firms 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 quotes are being sought to [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
  - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
  - b. Solicit quotes at least 10 calendar days prior to the letting date 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. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the 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 record of subcontractor outreach effort

## b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
  - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is 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 indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
    - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
    - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear 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.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

**c. Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
- (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
- (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
- (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
- (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
- (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
- (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

#### 4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

#### 5. Determining DBE Eligibility

##### Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

#### 6. Counting DBE Participation

##### Assessing DBE Work

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 UCP agencies. 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:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing 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 program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE 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.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it 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.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

\*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

## 7. Credit Evaluation for Trucking

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

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

## 8. 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 firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

### 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, **100%** percent of the cost of the materials or supplies counts 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.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with 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 per b.(1) above.
  - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
    - a. What is the product or material?
    - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
    - c. Which contract line items were referenced to develop this quote?
    - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
  - i. To ensure that the appropriate credit is assigned, follow the procedure below:
    - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE\_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
    - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
      - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
      - d. The full value of the original invoice submitted to the DBE Office, above in (1)
      - e. The amount of material or product used on this project
      - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
  - ii. DBE Office Process (Applies only to bulk purchases)
    - a. Supply/Commodity commitment is received
    - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

**c. Brokers, Transaction Expeditors, Packagers, Manufacturers' Representatives**

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are 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, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

**9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")**

**a. Issuing a Contract Change Order**

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

**b. Contractor Considerations**

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment 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.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) 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 must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
  - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
    - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, 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 engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

**c. Request to Modify DBE Subcontracting Commitment**

The written request referenced above may be delivered by email or fax. The request must contain the following:

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

*Good Causes to Replace a DBE subcontractor 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
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required

- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

#### d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) or (414) 335-0413.

#### e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

#### Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

### 10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if 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 firm 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 work and 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.
- d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
  - (1) Indicate Offsite Hauling on Attachment A
  - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
  - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
  - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

### 11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

### 12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

### 13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is 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.
  - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
  - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.



#### 14. 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 subcontractor, a prime contractor, and the regular dealer or 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 firm in cases where the DBE subcontractor and materials have been approved 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 firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm 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 Contractor 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 or the 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 approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm'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 Contractor 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 contractor's negotiated unit price.

#### 15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

## Appendix A

### Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

1. Determine DBE subcontractor's interest in quoting
2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
3. Assess their interest and experience in the road construction industry by asking questions such as:
  - Have you competed for other WisDOT contracts? Ratio of competed/to wins
  - Have you performed on any transportation industry contracts (locally or with other states)?
  - What the largest contract you've completed?
  - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  - Does this project fit into your schedule? Are you working on any contracts now?
  - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  - What region do you work in? Home base?
  - Which line items are you considering?
  - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
  - Does the quote look complete? Irregular?
  - Are there errors in the quote? Are items very high or very low?
  - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
  - What line items would typically be in a competitive quote for a subcontractor of their specialty?
  - How many employees and what is their role/experience/expertise in your firm?
  - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
  - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
  - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
  - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
  - Discussion of bonding, insurance, and overall business risk considerations.

## Appendix B

### Sample Contractor Solicitation Letter Page 1

*(This sample is provided as a guide, not a formatting requirement)*

#### DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

**Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

**Where can DBEs find the plans, specifications & addenda?** Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](http://Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov)). This same website can be checked for the contract status.

**What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

**Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

#### **When are quotes due?**

**[Month] [Day], [Year] at [Time].** We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

**Who can DBEs contact for questions, information, clarification or for a quote evaluation?** [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

#### **Why partner with [Prime Contractor]?**

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

**Sample Contractor Solicitation Letter Page 2**  
*(This sample is provided as a guide, not a formatting requirement)*  
 REQUEST FOR QUOTE

**[Prime Contractor]**  
**Letting Date: [Month] [Day], [Year]**  
**Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

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

Prime Contractor Contact: \_\_\_\_\_ DBE: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Please circle the proposals and items you will be quoting below and contact us with any questions**

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

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

**Sample Contractor Solicitation Email - Simplified**  
*(This sample is provided as a guide, not a formatting requirement)*

**ATTENTION DBEs**

- **[Prime Contractor] specializes in municipal projects in the XX Region(s)**
- **We have successfully competed for and completed XX WisDOT projects over the past XX years**
- **Consider [Prime Contractor] your partner on WisDOT Projects**

**[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:**

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by **date**. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.  
Our office hours are 7:30 a.m. - 5:00 p.m.

**Thank you – we look forward to working with your company on this project!**

Prime Contractor  
 Project Manager  
 Direct: 414-555-5555  
 Cell: 414-555-5556

## Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

*(This sample is provided as a guide, not a formatting requirement)*

**ATTENTION WisDOT SUBCONTRACTORS**

**[Prime Contractor]** is considering bidding on the below projects for the **XX/XX/20XX WisDOT Bid Letting**:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

**Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.**

Prime Contractor  
 Project Manager  
 Direct: 414-555-5555  
 Cell: 414-555-5556

## Appendix C

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.



## Appendix D

### Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

## GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
<b>Solicitation Documentation</b>	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
<b>Selected Work Items Documentation</b>	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Project Information provided to Interested DBEs</b>	<p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Negotiation with Interested DBEs</b>	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
<b>Documentation of Sound Reason for Rejecting DBEs</b>	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
<b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
<b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b>	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
<b>Documentation of other GFE activities</b>	<p><i>Such as: Used DT1202 Excel Workbook, Diversity &amp; Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation</i></p>		
<b>Overall Demonstration of GFE</b>			

**GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review**

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

**SCOPE & INTENSITY:** Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

**TIMING:** Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

**GFE EVALUATION – PHASE 2 – Team Review****GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

**Rating Scale:**

- **GFE Approval:**  
**Bona Fide = 6 or more categories color coded green.**  
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**  
**Sufficient = 5 or more categories color coded green or yellow**  
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**  
**Pro Forma efforts = 4 or less categories color coded green or yellow.** Perfunctory effort characterized by routine or superficial activities

**Green = Exceeds expectations**

**Yellow = Meets expectations**

**Red = Areas in need of attention and/or absence of documentation**

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

<b>GFE RUBRIC ANALYSIS</b>	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
<b>Bid Analysis</b>	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
<b>Average of OTHER Bidders (Not including Apparent Low Bidder)</b>	
<b>DBE Quotes Received</b>	
<b>DBE Quotes Awarded</b>	
<b>DBE Quote(s) Rejected</b>	<b>Rejected Quote Analysis</b>
<b>DBE Quote(s) Awarded</b>	<b>Awarded DBE Amount</b>

## Appendix E

### Good Faith Effort Best Practices

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

#### Primes

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

#### DBE

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

## **Appendix F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient 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, you have the responsibility 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, based on the regulations and the guidance in this Appendix.

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. Determinations should not be made using quantitative formulas.

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. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should 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 (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

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 with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) 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 status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

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, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]



## **Appendix G**

### **(SAMPLE) Forms DT1506 and DT1202**



**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

<b>FOR PRIME CONTRACTORS ONLY:</b> I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<b>FOR PARTICIPATING DBE FIRMS ONLY:</b> I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.  <b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Off site Hauling



**DOCUMENTATION OF GOOD FAITH EFFORT**  
 Wisconsin Department of Transportation  
 DT1202.....3/2020



Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****		County *****
Person Submitting Document *****		Telephone Number *****
Address *****		Email Address *****

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

**Instructions:** Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

**1. Solicitation Documentation:**

- a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

**2. Selected Work Items Documentation:**

- a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

**3. Documentation of Project Information provided to Interested DBEs:**

- a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

**4. → Documentation of Negotiation with Interested DBEs:**

**a. → Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

**b. → Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken 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 failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

**5. → Documentation of Sound Reason for Rejecting DBEs:**

**a. → Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

**b. → Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

**6. → Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:**

**a. → Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

**b. → Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

**7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**

**a. → Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

**b. → Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:  
Wisconsin Department of Transportation  
DBE Program Office  
PO Box 7965  
Madison, WI 53707-7965  
DBE\_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)
		*****
		(Print Name)
		*****
		(Title)

### Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

#### SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

#### INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

#### ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

#### OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

## **ADDITIONAL SPECIAL PROVISION 4**

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.

### **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 is not allowed to withhold 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.

### **Acceptance and Final Payment**

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.



**Additional Special Provision 6**  
**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

**108 Prosecution and Progress**

*Add subsection 108.9.4.1 effective with the November 2023 letting:*

**108.9.4.1 Winter Suspension for Completion Date Contracts**

- (1) The contractor may request a winter suspension for a completion date contract. If the department determines weather conditions do not allow for the completion of the remaining work, the department may approve the contractor’s request and determine the start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. For multi-year contracts, the department will only consider winter suspension for the final year of the contract.
- (2) During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic and protect the materials from damage. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the completion date, the cost of pre-suspension work will be paid as specified under 109.4.
- (3) For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the engineer will extend contract time to correspond with the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.
- (4) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension. Liquidated damages will not be assessed during the winter suspension and liquidated damages will resume at the end of the winter suspension.

**310 Open Graded Base**

**310.2 Materials**

*Replace paragraph two with the following effective with the November 2023 letting:*

- (2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in Table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

**TABLE 310-01 COARSE AGGREGATE (% passing by weight)**

AASHTO No. 67 <sup>[1]</sup>	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 – 100
1/2-inch	-
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5
No. 16	-
No. 30	-

No. 50	-
No. 100	-
No. 200	<=1.5

[1] Size according to AASHTO M43.

**390 Base Patching**

**390.4 Measurement**

Replace entire section with the following effective with the November 2023 letting:

- (1) The department will measure Removing Pavement for Base Patching by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.
- (2) The department will measure Base Patching Asphaltic by the ton acceptably completed as specified for asphaltic pavement in 450.4.
- (3) The department will measure Base Patching Concrete HES and Base Patching Concrete SHES by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.

**390.5 Payment**

Replace entire section with the following effective with the November 2023 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
390.0100	Removing Pavement for Base Patching	CY
390.0201	Base Patching Asphaltic	TON
390.0305	Base Patching Concrete HES	CY
390.0405	Base Patching Concrete SHES	CY

- (2) Payment for Removing Pavement for Base Patching is full compensation for removing old pavement; for preparing the foundation and bringing up to grade. If the engineer orders the contractor to excavate yielding or unstable subgrade materials and backfill with suitable materials, the department will pay for that work with contract bid items or as agreed upon using 109.4.
- (3) Payment for Base Patching Asphaltic is full compensation for providing and compacting asphaltic mixture including asphaltic binder.
- (4) Payment for Base Patching Concrete HES and Base Patching Concrete SHES is full compensation for providing, curing, and protecting concrete. Payment also includes providing tie bars and dowel bars in unhardened concrete and steel within the patch. For tie bars and dowel bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars and Drilled Dowel Bars bid items as specified in 416.5.
- (5) Payment for Base Patching SHES also includes providing test data to the engineer as specified in 416.2.4.
- (6) The department will pay for sawing existing concrete pavement for removal under the Sawing Concrete bid item as specified in 690.5.

**460 Hot Mix Asphalt Pavement**

**460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

Replace paragraph four with the following effective with the November 2023 letting:

- (4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to WTM T11 and T27.

Batch plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308.
- AC by chemical extraction according to AASHTO T-164 method A or B.
- AC by automated extraction according to WTM D8159.
- If the department is using an ignition oven to determine AC, conform to WTP H003.
- If the department is not using an ignition oven to determine AC, ignition oven correction factor (IOCF) must still be reverified for any of the reasons listed in WTP H003 Table 2 and conform to WTP H-003 sections 3 through 6.
- Gradation of resulting aggregate sample determined according to WTM T30.

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

Air voids ( $V_a$ ) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

#### **460.2.8.3.1.4 Department Verification Testing Requirements**

Replace paragraph three with the following effective with the November 2023 letting:

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

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

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

Air voids ( $V_a$ ) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

---

### **503 Prestressed Concrete Members**

#### **503.2.2 Concrete**

Replace paragraph five with the following effective with the November 2023 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor may replace up to 30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.4.2.2 and slag conforms to 501.2.4.2.3. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.5.2 for air-entrained concrete. Use only coarse aggregate conforming to 310.2(2).

---

### **604 Slope Paving**

#### **604.2 Materials**

Replace paragraph three with the following effective with the November 2023 letting:

- (3) Under the Slope Paving Crushed Aggregate bid item, furnish crushed stone or crushed gravel conforming to the gradation in Table 604-01, but with the additional requirements that at least 75 percent of the particles, by count, have at least one fractured face. Determine fracture according to WTM D5821.

**TABLE 604-01 COARSE AGGREGATE (% passing by weight)**

<b>AASHTO No. 4<sup>[1]</sup></b>	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 4
2-inch	100
1 1/2-inch	90 - 100
1-inch	20 - 55
3/4-inch	0 - 15
1/2-inch	-
3/8-inch	0 - 5
No. 4	-
No. 8	-
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

<sup>[1]</sup> Size according to AASHTO M43.

**612 Underdrains**

**612.3.9 Trench Underdrains**

*Replace paragraph one with the following effective with the November 2023 letting:*

- (1) Under the Underdrain Trench bid item, excavate and backfill underdrain trenches. Backfill with coarse aggregate gradation conforming to 604.2(3). Before backfilling place geotextile as the plans show.

**614 Semi-rigid Barrier Systems and End Treatments**

**614.2.6 Sand Barrel Arrays**

*Replace paragraph one with the following effective with the November 2023 letting:*

- (1) Furnish sand barrels from the APL. Use fine aggregate conforming to gradation shown in Table 614-2 mixed with sodium chloride conforming to AASHTO M143. Apply an object marker to front-most barrel in the array.

**TABLE 614-2 FINE AGGREGATE GRADATION**

SEIVE	FINE AGGREGATE (% PASSING by WEIGHT)
3/8-inch	100
No. 4	90 - 100
No. 8	-
No. 16	45 - 85
No. 30	-
No. 50	5 - 30
No. 100	0 - 10
No. 200	<=3.5

**628 Erosion Control****628.2.13 Rock Bags**

*Replace paragraph two with the following effective with the November 2023 letting:*

- (2) Fill the bags with a clean, sound, hard, durable, engineer-approved coarse aggregate conforming by visual inspection to the gradation specified for coarse aggregate gradation in 604.2(3).

**639 Drilling Wells****639.2.1 General**

*Replace paragraph two with the following effective with the November 2023 letting:*

- (2) For grout use fine aggregate conforming to 501.2.7.2; and gradation conforming to 614.2.6(1); and type I, IL, IS, IP, or IT cement.

**652 Electrical Conduit****652.3.1.2 Installing Underground**

*Replace paragraph two with the following effective with the November 2023 letting:*

- (2) Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in 651.3. Place at least 0.7 cubic feet of coarse aggregate gradation conforming to 604.2(3) directly under each drainage hole.

---

**ERRATA**

---

**390.3.4 Special High Early Strength Concrete Patching**

*Correct errata link in paragraph (1) by changing from 416.3.8 to 416.3.7.*

- (1) Construct as specified for special high early strength repairs under [416.3.7](#) except as follows:
  - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
  - Open to traffic as specified for concrete base in [320.3](#).

## ADDITIONAL SPECIAL PROVISION 7

### A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. 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).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

### 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](mailto: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:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-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](mailto: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. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of 29 CFR 1.101 through 1.109, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be cause for debarment of the contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same ] i { ^A&[ ] c!æ&c[ !Çæ\*â^~} ^ââ} Ah ÍÉGDÉAV@^A necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;



- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

**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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

**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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

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).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6



**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

## **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.

## BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

All iron and steel manufacturing and coating processes (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 the iron and steel manufacturing and coating processes Buy America 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.

### 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

### 3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 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 DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel exemptions and their associated costs to the certification form.

## 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](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

Superseded General Decision Number: WI20220010

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023
9	07/07/2023
10	07/14/2023
11	07/28/2023
12	08/18/2023
13	09/01/2023
14	09/08/2023

BRWI0001-002 06/01/2022

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

-----  
BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

-----  
BRWI0002-005 06/01/2022

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

-----  
BRWI0003-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

-----  
BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

-----  
BRWI0006-002 06/01/2022



ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83
-----		
BRWI0007-002 06/01/2022		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52
-----		
BRWI0008-002 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42
-----		
BRWI0011-002 06/01/2022		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09
-----		
BRWI0019-002 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73
-----		
BRWI0034-002 06/01/2022		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22
-----		
CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05
-----		
CARP0264-003 06/01/2016		

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

-----  
 CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon,  
 Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
 CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson,  
 Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

-----  
 CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc  
 and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
 CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
 CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,  
 Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12

PILEDRIVER.....\$ 37.37 25.96

-----  
CARP1056-002 06/05/2022

Rates Fringes

MILLWRIGHT.....\$ 38.00 26.78

-----  
CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin,  
Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
PILEDRIVER.....\$ 37.37 25.96

-----  
CARP1143-002 06/01/2022

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

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
PILEDRIVER.....\$ 37.37 25.96

-----  
CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and  
Shawano

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
PILEDRIVER.....\$ 37.37 25.96

-----  
CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rates Fringes

PILEDRIVERMAN  
Zone A.....\$ 31.03 22.69  
Zone B.....\$ 31.03 22.69

-----  
ELEC0014-002 12/25/2022

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, TREMPLEALEU, VERNON, AND WASHBURN  
COUNTIES

Rates Fringes

Electricians:.....\$ 39.25 22.34

-----  
ELEC0014-007 05/29/2022

REMAINING COUNTIES

Rates Fringes

Teledata System Installer  
Installer/Technician.....\$ 29.63 3%+16.18

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 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

-----  
ELEC0158-002 05/30/2021

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

Rates Fringes

ELECTRICIAN.....\$ 36.14 29.75%+10.26

-----  
ELEC0159-003 05/30/2021

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

ELECTRICIAN.....\$ 43.38 23.13

-----  
ELEC0219-004 06/01/2019

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

Rates Fringes

Electricians:

Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

-----  
ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

-----  
ELEC0388-002 05/30/2021

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:.....	\$ 36.22	26%+11.24

-----  
ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

-----  
ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86

-----  
ELEC0494-006 06/01/2021

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

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

-----  
ELEC0494-013 05/29/2022

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

	Rates	Fringes
Sound & Communications Installer.....	\$ 22.39	18.80

Technician.....\$ 33.19 21.12

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

-----  
ELEC0577-003 06/01/2022

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	29.50%+10.00

-----  
ELEC0890-003 06/01/2022

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

	Rates	Fringes
Electricians:.....	\$ 40.70	25.95%+11.26

-----  
ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

-----  
ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.77	27.40
Group 2.....	\$ 43.27	27.40

Group 3.....	\$ 42.77	27.40
Group 4.....	\$ 42.51	27.40
Group 5.....	\$ 42.22	27.40
Group 6.....	\$ 36.32	27.40

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine

Tender, day light machine

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

-----  
IRON0008-002 06/01/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 43.40	30.67

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

-----  
IRON0008-003 06/01/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 41.73	30.67

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

-----  
IRON0383-001 06/01/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

-----  
IRON0498-005 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

-----  
IRON0512-008 05/01/2022

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



	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

---

IRON0512-021 05/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

---

LAB00113-002 06/01/2023

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.56	23.86
Group 2.....	\$ 33.71	23.86
Group 3.....	\$ 33.91	23.86
Group 4.....	\$ 34.06	23.86
Group 5.....	\$ 34.21	23.86
Group 6.....	\$ 30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

---

LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.81	23.86
Group 2.....	\$ 32.91	23.86
Group 3.....	\$ 32.96	23.86
Group 4.....	\$ 33.16	23.86
Group 5.....	\$ 33.01	23.86

Group 6.....\$ 29.90 23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

-----  
LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.62	23.86
Group 2.....	\$ 32.77	23.86
Group 3.....	\$ 32.97	23.86
Group 4.....	\$ 32.94	23.86
Group 5.....	\$ 33.27	23.86
Group 6.....	\$ 29.76	23.86

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person  
-----

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.57	19.25
Group 2.....	\$ 37.67	19.25
Group 3.....	\$ 37.72	19.25
Group 4.....	\$ 37.92	19.25
Group 5.....	\$ 37.77	19.25
Group 6.....	\$ 34.20	19.25

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.85	19.25
Group 2.....	\$ 37.95	19.25
Group 3.....	\$ 38.00	19.25
Group 4.....	\$ 38.20	19.25
Group 5.....	\$ 38.05	19.25
Group 6.....	\$ 34.20	19.25

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

-----  
PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 34.59	24.84
Spray, Sandblast, Steel....	\$ 35.19	24.84
Repaint:		
Brush, Roller.....	\$ 33.09	24.84
Spray, Sandblast, Steel....	\$ 33.69	24.84

-----  
PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 41.04	21.95
Spray & Sandblast.....	\$ 42.04	21.95

-----  
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, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER.....\$ 22.03 12.45

-----  
PAIN0781-002 06/01/2023

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

Bridge.....\$ 39.84 24.86  
Brush.....\$ 39.09 24.86  
Spray & Sandblast.....\$ 39.84 24.86

-----  
PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....\$ 35.00 20.62

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

-----  
PAIN0802-003 06/01/2023

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN  
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,  
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,  
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,  
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....\$ 35.00 20.62

-----  
PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....\$ 36.70 24.69  
Spray.....\$ 37.70 24.69  
Structural Steel.....\$ 36.85 24.69

-----  
PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....\$ 26.71 14.38

-----  
PLAS0599-002 06/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 45.17	27.27
Area B.....	\$ 39.97	25.02
Area C.....	\$ 40.40	25.25
Area D.....	\$ 41.16	24.49
Area E.....	\$ 40.50	25.14
Area F.....	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, 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 C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

-----  
 TEAM0039-001 06/01/2023

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 35.57	26.09
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 35.72	26.09

-----  
 -----  
 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  
<https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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 DECISIO"

## **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

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0105 Clearing	2.000 STA	_____.	_____.
0006	201.0120 Clearing	6.000 ID	_____.	_____.
0008	201.0205 Grubbing	2.000 STA	_____.	_____.
0010	201.0220 Grubbing	6.000 ID	_____.	_____.
0012	204.0100 Removing Concrete Pavement	10,665.000 SY	_____.	_____.
0014	204.0115 Removing Asphaltic Surface Butt Joints	526.000 SY	_____.	_____.
0016	204.0150 Removing Curb & Gutter	165.000 LF	_____.	_____.
0018	204.0155 Removing Concrete Sidewalk	2,309.000 SY	_____.	_____.
0020	204.0195 Removing Concrete Bases	18.000 EACH	_____.	_____.
0022	204.0210 Removing Manholes	2.000 EACH	_____.	_____.
0024	204.0215 Removing Catch Basins	12.000 EACH	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 012. 12-Inch	336.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 030. 30-Inch	42.000 LF	_____.	_____.
0030	204.9060.S Removing (item description) 201. Traffic Signals E Wells St & N Broadway	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.9060.S Removing (item description) 202. Traffic Signals E Wells St & N Milwaukee St	1.000 EACH	_____.	_____.
0034	204.9060.S Removing (item description) 203. Traffic Signals E Wells St & N Jefferson St	1.000 EACH	_____.	_____.
0036	204.9060.S Removing (item description) 204. Traffic Signals E Wells St & N Jackson St	1.000 EACH	_____.	_____.
0038	204.9060.S Removing (item description) 205. Traffic Signals E Wells St & N Van Buren St	1.000 EACH	_____.	_____.
0040	204.9060.S Removing (item description) 301. Lighting Units	2.000 EACH	_____.	_____.
0042	205.0100 Excavation Common	7,442.000 CY	_____.	_____.
0044	213.0100 Finishing Roadway (project) 001. 2195-04-70	1.000 EACH	_____.	_____.
0046	305.0120 Base Aggregate Dense 1 1/4-Inch	12,844.000 TON	_____.	_____.
0048	310.0110 Base Aggregate Open-Graded	72.000 TON	_____.	_____.
0050	415.0080 Concrete Pavement 8-Inch	357.000 SY	_____.	_____.
0052	415.0090 Concrete Pavement 9-Inch	31.000 SY	_____.	_____.
0054	416.0610 Drilled Tie Bars	108.000 EACH	_____.	_____.
0056	450.4000 HMA Cold Weather Paving	1,836.000 TON	_____.	_____.
0058	455.0605 Tack Coat	469.000 GAL	_____.	_____.
0060	460.2000 Incentive Density HMA Pavement	1,410.000 DOL	1.00000	1,410.00



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	460.5224 HMA Pavement 4 LT 58-28 S	2,194.000 TON	_____.	_____.
0064	465.0105 Asphaltic Surface	223.000 TON	_____.	_____.
0066	465.0120 Asphaltic Surface Driveways and Field Entrances	5.000 TON	_____.	_____.
0068	465.0125 Asphaltic Surface Temporary	7.000 TON	_____.	_____.
0070	465.0310 Asphaltic Curb	100.000 LF	_____.	_____.
0072	520.8000 Concrete Collars for Pipe	1.000 EACH	_____.	_____.
0074	601.0105 Concrete Curb Type A	128.000 LF	_____.	_____.
0076	601.0110 Concrete Curb Type D	10.000 LF	_____.	_____.
0078	601.0319 Concrete Curb & Gutter 19-Inch	260.000 LF	_____.	_____.
0080	601.0331 Concrete Curb & Gutter 31-Inch	2,679.000 LF	_____.	_____.
0082	601.0600 Concrete Curb Pedestrian	492.000 LF	_____.	_____.
0084	602.0410 Concrete Sidewalk 5-Inch	37,774.000 SF	_____.	_____.
0086	602.0515 Curb Ramp Detectable Warning Field Natural Patina	468.000 SF	_____.	_____.
0088	602.0820 Concrete Driveway 8-Inch	231.000 SY	_____.	_____.
0090	602.0870 Concrete Driveway HES 8-Inch	175.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	608.000 LF	_____.	_____.
0094	611.0410 Reconstructing Catch Basins	2.000 EACH	_____.	_____.
0096	611.0420 Reconstructing Manholes	3.000 EACH	_____.	_____.
0098	611.1004 Catch Basins 4-FT Diameter	3.000 EACH	_____.	_____.
0100	611.2005 Manholes 5-FT Diameter	6.000 EACH	_____.	_____.
0102	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
0104	612.0106 Pipe Underdrain 6-Inch	625.000 LF	_____.	_____.
0106	619.1000 Mobilization	1.000 EACH	_____.	_____.
0108	620.0200 Concrete Median Blunt Nose	61.000 SF	_____.	_____.
0110	620.0300 Concrete Median Sloped Nose	37.000 SF	_____.	_____.
0112	624.0100 Water	186.000 MGAL	_____.	_____.
0114	625.0100 Topsoil	142.000 SY	_____.	_____.
0116	628.1905 Mobilizations Erosion Control	3.000 EACH	_____.	_____.
0118	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0120	628.7005 Inlet Protection Type A	21.000 EACH	_____.	_____.
0122	628.7010 Inlet Protection Type B	52.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0126	629.0210 Fertilizer Type B	0.090 CWT	_____.	_____.
0128	631.0300 Sod Water	3.550 MGAL	_____.	_____.
0130	631.1000 Sod Lawn	142.000 SY	_____.	_____.
0132	632.0101 Trees (species, root, size) 101. Apollo Maple 3" Cal B&B	2.000 EACH	_____.	_____.
0134	632.0101 Trees (species, root, size) 102. Frontier Elm 3" Cal B&B	4.000 EACH	_____.	_____.
0136	632.0101 Trees (species, root, size) 103. Autumn Blaze Pear 3" Cal B&B	5.000 EACH	_____.	_____.
0138	632.9101 Landscape Planting Surveillance and Care Cycles	10.000 EACH	_____.	_____.
0140	633.5350 Markers Permanent Flexible	2.000 EACH	_____.	_____.
0142	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH	_____.	_____.
0144	637.2210 Signs Type II Reflective H	13.500 SF	_____.	_____.
0146	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0148	643.0300 Traffic Control Drums	13,569.000 DAY	_____.	_____.
0150	643.0410 Traffic Control Barricades Type II	3,373.000 DAY	_____.	_____.
0152	643.0420 Traffic Control Barricades Type III	8,680.000 DAY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	643.0705 Traffic Control Warning Lights Type A	20,733.000 DAY	_____.	_____.
0156	643.0715 Traffic Control Warning Lights Type C	2,295.000 DAY	_____.	_____.
0158	643.0900 Traffic Control Signs	21,874.000 DAY	_____.	_____.
0160	643.1050 Traffic Control Signs PCMS	28.000 DAY	_____.	_____.
0162	643.3105 Temporary Marking Line Paint 4-Inch	590.000 LF	_____.	_____.
0164	643.3150 Temporary Marking Line Removable Tape 4-Inch	900.000 LF	_____.	_____.
0166	643.3205 Temporary Marking Line Paint 8-Inch	128.000 LF	_____.	_____.
0168	643.3305 Temporary Marking Crosswalk Paint 6-inch	385.000 LF	_____.	_____.
0170	643.3505 Temporary Marking Arrow Paint	2.000 EACH	_____.	_____.
0172	643.3805 Temporary Marking Stop Line Paint 18-Inch	67.000 LF	_____.	_____.
0174	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	150.000 LF	_____.	_____.
0176	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0178	644.1410 Temporary Pedestrian Surface Asphalt	200.000 SF	_____.	_____.
0180	644.1430 Temporary Pedestrian Surface Plate	200.000 SF	_____.	_____.
0182	644.1440 Temporary Pedestrian Surface Matting	5,045.000 SF	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	644.1601 Temporary Pedestrian Curb Ramp	589.000 DAY	_____.	_____.
0186	644.1605 Temporary Pedestrian Detectable Warning Field	50.000 SF	_____.	_____.
0188	644.1810 Temporary Pedestrian Barricade	5,685.000 LF	_____.	_____.
0190	645.0111 Geotextile Type DF Schedule A	667.000 SY	_____.	_____.
0192	646.2020 Marking Line Epoxy 6-Inch	539.000 LF	_____.	_____.
0194	646.5020 Marking Arrow Epoxy	3.000 EACH	_____.	_____.
0196	646.6464 Cold Weather Marking Epoxy 4-Inch	2,469.000 LF	_____.	_____.
0198	646.6468 Cold Weather Marking Epoxy 8-Inch	128.000 LF	_____.	_____.
0200	646.9200 Marking Removal Line Wide	307.000 LF	_____.	_____.
0202	650.4000 Construction Staking Storm Sewer	39.000 EACH	_____.	_____.
0204	650.4500 Construction Staking Subgrade	1,362.000 LF	_____.	_____.
0206	650.5000 Construction Staking Base	1,362.000 LF	_____.	_____.
0208	650.5500 Construction Staking Curb Gutter and Curb & Gutter	3,162.000 LF	_____.	_____.
0210	650.7000 Construction Staking Concrete Pavement	202.000 LF	_____.	_____.
0212	650.8501 Construction Staking Electrical Installations (project) 001. 2195-04-70	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	650.9000 Construction Staking Curb Ramps	39.000 EACH	_____.	_____.
0216	650.9500 Construction Staking Sidewalk (project) 001. 2195-04-70	1.000 EACH	_____.	_____.
0218	650.9911 Construction Staking Supplemental Control (project) 001. 2195-04-70	1.000 EACH	_____.	_____.
0220	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	275.000 LF	_____.	_____.
0222	652.0230 Conduit Rigid Nonmetallic Schedule 40 2 1/2-Inch	100.000 LF	_____.	_____.
0224	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	3,474.000 LF	_____.	_____.
0226	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	2,097.000 LF	_____.	_____.
0228	653.0905 Removing Pull Boxes	14.000 EACH	_____.	_____.
0230	654.0101 Concrete Bases Type 1	13.000 EACH	_____.	_____.
0232	655.0210 Cable Traffic Signal 3-14 AWG	1,332.000 LF	_____.	_____.
0234	655.0230 Cable Traffic Signal 5-14 AWG	1,080.000 LF	_____.	_____.
0236	655.0250 Cable Traffic Signal 9-14 AWG	1,961.000 LF	_____.	_____.
0238	655.0260 Cable Traffic Signal 12-14 AWG	2,483.000 LF	_____.	_____.
0240	655.0270 Cable Traffic Signal 15-14 AWG	160.000 LF	_____.	_____.
0242	655.0305 Cable Type UF 2-12 AWG Grounded	1,070.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	655.0515 Electrical Wire Traffic Signals 10 AWG	2,382.000 LF	_____.	_____.
0246	655.0900 Traffic Signal EVP Detector Cable	1,558.000 LF	_____.	_____.
0248	657.0100 Pedestal Bases	13.000 EACH	_____.	_____.
0250	657.0420 Traffic Signal Standards Aluminum 13-FT	10.000 EACH	_____.	_____.
0252	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	_____.	_____.
0254	658.0173 Traffic Signal Face 3S 12-Inch	33.000 EACH	_____.	_____.
0256	658.0412 Pedestrian Signal Face 12-Inch	25.000 EACH	_____.	_____.
0258	658.5070 Signal Mounting Hardware (location) 001. E Wells St & N Broadway	1.000 EACH	_____.	_____.
0260	658.5070 Signal Mounting Hardware (location) 003. E Wells St & N Jefferson St	1.000 EACH	_____.	_____.
0262	658.5070 Signal Mounting Hardware (location) 004. E Wells St & N Jackson St	1.000 EACH	_____.	_____.
0264	658.5070 Signal Mounting Hardware (location) 005. E Wells St & N Van Buren St	1.000 EACH	_____.	_____.
0266	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	63.000 EACH	_____.	_____.
0268	674.0300 Remove Cable	300.000 LF	_____.	_____.
0270	690.0150 Sawing Asphalt	1,891.000 LF	_____.	_____.
0272	690.0250 Sawing Concrete	4,562.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0274	715.0715 Incentive Flexural Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0276	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0278	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0280	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,800.000 HRS	5.00000	24,000.00
0282	SPV.0035 Special 101. Structural Soil	33.000 CY	_____.	_____.
0284	SPV.0035 Special 102. Backfill Slurry	146.000 CY	_____.	_____.
0286	SPV.0060 Special 101. Utility Line Opening	20.000 EACH	_____.	_____.
0288	SPV.0060 Special 102. Adjusting Water Valve Boxes	62.000 EACH	_____.	_____.
0290	SPV.0060 Special 104. Adjusting Sanitary Sewer Manholes	7.000 EACH	_____.	_____.
0292	SPV.0060 Special 105. Catch Basins Type 44A	18.000 EACH	_____.	_____.
0294	SPV.0060 Special 106. Catch Basins Type 44B	3.000 EACH	_____.	_____.
0296	SPV.0060 Special 107. Inlet Type 70A	7.000 EACH	_____.	_____.
0298	SPV.0060 Special 108. Inlet Covers Type 57	26.000 EACH	_____.	_____.
0300	SPV.0060 Special 109. Manhole Covers Type 58A	24.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	SPV.0060 Special 110. CUC Manhole 5-FT Diameter	1.000 EACH	_____.	_____.
0304	SPV.0060 Special 111. CUC Manhole Doghouse 4-FT Diameter Installed Over Conduit	1.000 EACH	_____.	_____.
0306	SPV.0060 Special 112. Adjusting CUC Manhole Covers	5.000 EACH	_____.	_____.
0308	SPV.0060 Special 114. Installing Conduit Into Existing CUC Manhole	1.000 EACH	_____.	_____.
0310	SPV.0060 Special 115. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arro	17.000 EACH	_____.	_____.
0312	SPV.0060 Special 116. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symb	17.000 EACH	_____.	_____.
0314	SPV.0060 Special 117. Field Facilities Office Space	1.000 EACH	_____.	_____.
0316	SPV.0060 Special 118. Temporary No Parking Signs	17.000 EACH	_____.	_____.
0318	SPV.0060 Special 201. Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch	15.000 EACH	_____.	_____.
0320	SPV.0060 Special 202. Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch	31.000 EACH	_____.	_____.
0322	SPV.0060 Special 203. Install Precast Controller Base	3.000 EACH	_____.	_____.
0324	SPV.0060 Special 204. ATC Controller & Cabinet	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0326	SPV.0060 Special 205. Electrical Service Pedestal	1.000 EACH	_____.	_____.
0328	SPV.0060 Special 206. EVP 1 Direction Infrared Detector	2.000 EACH	_____.	_____.
0330	SPV.0060 Special 207. EVP 2 Direction Infrared Detector	8.000 EACH	_____.	_____.
0332	SPV.0060 Special 208. EVP Phase Selector Card 4 Channel	3.000 EACH	_____.	_____.
0334	SPV.0060 Special 209. EVP Confirmation Light	18.000 EACH	_____.	_____.
0336	SPV.0060 Special 210. Pedestrian Countdown Signal Face 12-Inch	25.000 EACH	_____.	_____.
0338	SPV.0060 Special 211. Electrical Riser	8.000 EACH	_____.	_____.
0340	SPV.0060 Special 301. Lighting Units Salvaged	16.000 EACH	_____.	_____.
0342	SPV.0060 Special 302. Poles Type A31 Black Concrete	17.000 EACH	_____.	_____.
0344	SPV.0060 Special 303. Luminaire Arms Single Member 6-FT - Special	9.000 EACH	_____.	_____.
0346	SPV.0060 Special 304. Luminaires Utility 3 LED	3.000 EACH	_____.	_____.
0348	SPV.0060 Special 305. Installing A31 Mounting Clamp (Single Bracket)	9.000 EACH	_____.	_____.
0350	SPV.0060 Special 306. Watertight Splices and Connections	19.000 EACH	_____.	_____.
0352	SPV.0060 Special 307. Installing Lighting Units	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	SPV.0060 Special 308. Pole Wood 35-FT	3.000 EACH	_____.	_____.
0356	SPV.0060 Special 309. Concrete Light Bases Type 1	1.000 EACH	_____.	_____.
0358	SPV.0090 Special 102. Marking Stop Line Epoxy 24-Inch	245.000 LF	_____.	_____.
0360	SPV.0090 Special 103. Marking Crosswalk Epoxy Transverse Line 12-Inch	1,740.000 LF	_____.	_____.
0362	SPV.0090 Special 104. Storm Sewer Pipe PVC 12-Inch	115.000 LF	_____.	_____.
0364	SPV.0090 Special 105. 4-Inch Nonmetallic Conduit Concrete Encased 2-Duct	210.000 LF	_____.	_____.
0366	SPV.0090 Special 107. 4-Inch Nonmetallic Conduit Concrete Encased 6-Duct	1,289.000 LF	_____.	_____.
0368	SPV.0090 Special 108. 4-Inch Nonmetallic Conduit Concrete Encased 8-Duct	54.000 LF	_____.	_____.
0370	SPV.0090 Special 109. Concrete Curb & Gutter HES 19-Inch	34.000 LF	_____.	_____.
0372	SPV.0090 Special 110. Concrete Curb & Gutter HES 31-Inch	51.000 LF	_____.	_____.
0374	SPV.0090 Special 111. Fiber Optic Cable Outdoor Plant 144-Count	2,691.000 LF	_____.	_____.
0376	SPV.0090 Special 112. Fiber Optic Cable Outdoor Plant 12-Count	1,730.000 LF	_____.	_____.
0378	SPV.0090 Special 301. Electrical Cable Type 4#2/1#8 XLP	3,985.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231212017 Project(s): 2195-04-70

Federal ID(s): WISC 2024065

SECTION: 0001 ROADWAY

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0380	SPV.0090 Special 302. Cable Aerial Aluminum 4 AWG Quadruplex	1,430.000 LF	_____.	_____.
0382	SPV.0090 Special 303. Cable Aerial Aluminum 6 AWG Quadruplex	1,275.000 LF	_____.	_____.
0384	SPV.0090 Special 304. Cable Type UF 3#10 AWG Grounded	790.000 LF	_____.	_____.
0386	SPV.0090 Special 305. Cable Type UF 3#12 AWG Grounded	620.000 LF	_____.	_____.
0388	SPV.0090 Special 306. Liquidtight Flexible Non-Metallic Conduit 1 1/2-Inch	120.000 LF	_____.	_____.
0390	SPV.0165 Special 101. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Pane	6,877.000 SF	_____.	_____.
0392	SPV.0165 Special 102. Concrete Sidewalk HES 5-Inch	1,990.000 SF	_____.	_____.
0394	SPV.0165 Special 103. Concrete Sidewalk 8-Inch	288.000 SF	_____.	_____.
0396	SPV.0180 Special 101. Track Zone Removal	270.000 SY	_____.	_____.
0398	SPV.0195 Special 101. Management of Solid Waste	283.000 TON	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.



**PLEASE ATTACH ADDENDA HERE**