

HIGHWAY WORK PROPOSAL

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

Proposal Number: **013**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
2110-03-71	WISC 2025312	C West Allis, W Lincoln Avenue, S 93rd St to S 96th St	LOC STR	Milwaukee
2110-03-72	N/A	C West Allis, W Lincoln Avenue, S 93rd St to S 96th St	LOC STR	Milwaukee

ADDENDUM REQUIRED ATTACHED AT BACK

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: February 11, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3>
Contract Completion Time September 26, 2025	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal 8%	

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

Type of Work:	For Department Use Only
Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Sanitary, Water, Restoration.	
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 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.....	3
2.	Scope of Work.....	3
3.	Prosecution and Progress.....	3
4.	Traffic.	4
5.	Holiday and Special Event Work Restrictions.....	5
6.	Utilities.....	5
7.	Work by Others.	8
8.	Hauling Restrictions.	9
9.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.....	9
10.	Erosion Control.	9
11.	Notice to Contractor – Contamination Beyond Construction Limits.....	10
12.	Notice to Contractor – Traffic Management Center Coordination.....	10
13.	Notice to Contractor – Survey.....	10
14.	Notice to Contractor - Milwaukee County Transit System.	10
15.	Weekly Coordination Meeting.	11
16.	Municipality Acceptance of Sanitary Sewer and Water Main Construction.	12
17.	Referenced Construction Specifications.....	12
18.	Coordination with Businesses and Residents.....	12
19.	Public Convenience and Safety.	12
20.	City of West Allis Water Appendix.	12
21.	Street Lighting Systems for the City of West Allis.....	29
22.	Taped Cable Splices.....	29
23.	Removing Traffic Signals - W Lincoln Ave & W National Ave, Item 204.9060.S.01.....	30
24.	Removing Lighting Units, Item 204.9060.S.02.....	31
25.	Removing Monotube Bases, Item 204.9060.S.03.	32
26.	Removing Concrete Steps, Item 204.9165.S.01.	32
27.	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.....	32
28.	Adjusting Manhole Covers, Item 611.8110.....	35
29.	Cover Plates Temporary, Item 611.8120.S.....	36
30.	Moving Signs Type II, Item 638.2102.	36
31.	Removing Signs Type II, Item 638.2602.....	36
32.	Removing Pull Boxes, Item 653.0905.....	36
33.	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.	37
34.	Catch Basin Special, Item SPV.0060.01.....	38
35.	Storm Sewer Reconnect, Item SPV.0060.02.....	38
36.	Round Steel Sign Post System, Item SPV.0060.03.	39

37.	Water Service Reconnect, 6-Inch, Item SPV.0060.06; Water Service Reconnect, 8-Inch, Item SPV.0060.07.....	40
38.	Hydrant, Item SPV.0060.08.....	40
39.	Water Main Valve, 8-Inch, Item SPV.0060.09; Water Main Valve, 12-Inch, Item SPV.0060.10.....	41
40.	Water Main Connection, 8-Inch, Item SPV.0060.11; Water Main Connection, 8-Inch Straight, Item SPV.0060.12; Water Main Connection, 12-Inch, Item SPV.0060.13; Water Main Connection, 12-Inch Straight, Item SPV.0060.14; Water Main Connection, 97th, Item SPV.0060.15.....	42
41.	Air Release Assembly, 1.5-Inch, SPV.0060.16.....	42
42.	Adjust Water Valve Box, Item SPV.0060.17.....	43
43.	Sanitary Manhole Abandonment, SPV.0060.18.....	43
44.	Internal Sanitary Manhole Seal, Item SPV.0060.19.....	44
45.	Sanitary Manhole Frame with Solid Gasketed Lid, Item SPV.0060.20.....	45
46.	Adjust Sanitary Manhole Frame, Item SPV.0060.21.....	45
47.	APS Push Button System, 10 Buttons, W Lincoln Ave & W National Ave, Item SPV.0060.22.....	47
48.	Salvage and Reinstall EVP System, W Lincoln Ave & W National Ave, Item SPV.0060.23.....	48
49.	Vehicle Video Detection System, W Lincoln Ave & W National Ave (4 Camera), SPV.0060.24.....	49
50.	Reinstalling Monotube Assembly, Item SPV.0060.25.....	61
51.	Communications Vault Adjustment, Item SPV.0060.26.....	62
52.	Utility Line Opening (ULO), Item SPV.0060.27.....	62
53.	Plug & Air Vent Assembly, Item SPV.0060.28.....	63
54.	Existing Traffic Signal Cabinet with New Controller and MMU, Item SPV.0060.29.....	64
55.	Salvage Wheel Stops, Item SPV.0060.30.....	65
56.	Water Main Relay, 8-Inch, Item SPV.0090.01; Water Main Relay, 12-Inch, Item SPV.0090.02.....	65
57.	Water Service, 1-Inch, Item SPV.0090.03; Water Service, 1.5-Inch, Item SPV. 0090.04; Water Service, 2-Inch, Item SPV. 0090.05.....	66
58.	Sanitary Sewer Relay, SDR 35 PVC SP, 8-Inch, Item SPV.0090.06.....	67
59.	Building Sanitary Sewer, 6-Inch, Item SPV.0090.07.....	67
60.	6-Inch PVC Storm Sewer Lateral, Item SPV.0090.08; 8-Inch PVC Storm Sewer Lateral, Item SPV.0090.09.....	68
61.	Concrete Curb and Gutter 67-Inch, Item SPV.0090.10.....	69
62.	Concrete Curb Special, Item SPV.0090.11.....	69
63.	High Friction Green Surfacing, Item SPV.0165.01.....	70
64.	Shredded Hardwood Bark Mulch, Item SPV.0180.01.....	72
65.	Remove and Replace Decorative Stone Mulch, Item SPV.0180.02.....	72
66.	Sanitary Manhole, 48-Inch Diameter, Item SPV.0200.01.....	73

STSP'S Revised July 3, 2024

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2110-03-71 and 2110-03-72, C West Allis, W Lincoln Avenue, S. 93rd Street to S. 96th Street, Local Street, 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, 2025 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 (20240703)

2. Scope of Work.

The work under this contract shall consist of excavation common, base aggregate dense, concrete pavement, HMA pavement, curb and gutter, sidewalk, curb ramps, storm sewer, sanitary sewer, water main, pavement marking, permanent signing, traffic signal modifications, street lighting, landscaping, 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 10 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.

Construction Staging

Perform construction operations in four primary stages as shown in the traffic control plans unless modifications are approved in writing by the engineer.

Stage 1

Establish inside lane closures on W. Lincoln Avenue and W. National Avenue to perform median removals and installation of temporary pavement as detailed in the plans.

Stages 2

Close portions of W. Lincoln Avenue and W. National Avenue to through traffic during Stage 2 construction as detailed in the plans. Maintain access to local traffic in the work zone in areas not effected by active construction operations. Detour W. Lincoln Avenue through traffic around the project work zone using a combination of S. 108th Street, W. Cleveland Avenue, and S. 92nd Street. Detour W. National Avenue through traffic around the project work zone using a combination of W. Lincoln Avenue and S. 92nd Street.

Stages 3

Close portions of W. Lincoln Avenue and W. National Avenue to through traffic during Stage 3 construction as detailed in the plans. Maintain access to local traffic in the work zone in areas not effected by active construction operations. Detour W. Lincoln Avenue through traffic around the project work zone

using a combination of S. 108th Street, W. Cleveland Avenue, and S. 92nd Street. Detour W. National Avenue through traffic around the project work zone using a combination of W. Lincoln Avenue, S. 108th Street, and W. Cleveland Avenue.

Stage 4

Establish inside lane closures on W. Lincoln Avenue to perform temporary pavement removals and installation of final median improvements as detailed in the plans.

Protection of Endangered Bats (Tree Clearing)

Northern long-eared bats (*Myotis septentrionalis*, or NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. 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.

The local municipality will perform the following operations after October 31 and prior to April 1:

- Cutting down and removing trees.

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.

4. Traffic.

Perform all work according to the requirements of standard spec 643, as detailed in the Traffic Control Plans and as hereinafter described.

Designate an individual responsible for traffic control maintenance including access of local traffic, and 24-hour emergency traffic control repair. Provide the name and telephone number of this individual to the engineer.

Conduct operations in a manner that will cause the least interference to traffic movements and adjacent business and residential access within the construction areas.

The parking and storage of construction vehicles, equipment and material shall be approved by the engineer and shall be restricted to the minimum required and the minimum time necessary at the work sites to prosecute the work. At such locations, the material and equipment involved shall not constitute a hazard to the traveling public.

Pedestrian Access

Maintain pedestrian access to businesses within the work zone on existing sidewalk or other ADA compliant surfaces until the new roadway pavement is constructed.

Emergency Vehicle Access

Maintain emergency vehicular access at all times to roadways located within the project limits.

Construction Contact Information

Provide City of West Allis Police Department with a 24-hour emergency contact number for when traffic control maintenance is required.

Local Vehicle Access

Close driveways for a maximum of seven calendar days to construct new access approaches. Prior to removal or closing of driveway access, provide 48-hour notice to the occupant and owner of the premises.

Business Access

Contact businesses which have entrances within the project limits seven calendar days prior to performing work which may affect the entrances. Confirm the closure with the property owner two days prior to use. If a business has two driveways, keep one open while constructing the other driveway. If a property has one driveway, construct one half at a time or coordinate closure with the property owner.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION
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 W. Lincoln Avenue or W. National Avenue 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 23, 2025, to 6:00 AM Tuesday, May 27, 2025; for Memorial Day;
- From noon Thursday, July 3, 2025, to 6:00 AM Monday, July 7, 2025; for Independence Day;
- From noon Friday, August 29, 2025, to 6:00 AM Tuesday, September 2; for Labor Day.

stp-107-005 (20210113)

6. Utilities.

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the engineer after the contract has been awarded and executed.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

AT&T Wisconsin

AT&T Wisconsin has underground telephone and fiber optic facilities in the project limits that generally run beneath the westbound travel lanes of W. Lincoln Avenue (west of W. National Avenue), the eastbound travel lanes (east of W. National Avenue), and beneath W. National Avenue (north of W. Lincoln Avenue). Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is.

The following utility work by AT&T Wisconsin will be performed concurrent with construction operations under this contract:

- Adjust Manhole frames to finished grade at the following locations: Station 22+81, 18' LT; Station 22+82, 26' LT; Station 27+25, 70' LT; Station 27+98, 17' LT, Station 34+31, 17' LT, Station 39+97, 15' LT; and Station 46+21, 17' LT.
- Raise a 4-4" conduit package approximately 2 feet and encase in concrete to eliminate conflict with proposed storm sewer at approximately Station 22+22+45, 7' LT.

Work planned during construction is anticipated to take one working day for each manhole adjustment and 1 to 3 working days for the conduit package adjustment. Provide advance notice to AT&T Wisconsin when excavation will be complete and when final grading will be complete, and the site will be available to perform this work.

TDS Metrocom (Communications)

TDS Metrocom owns underground facilities in the project limits that run along the east side W. National Avenue (south of W. Lincoln Avenue) and the south side of W. Lincoln Avenue (east of W. National Avenue). Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is.

The following utility work by TDS Metrocom will be performed concurrent with construction operations under this contract:

- Adjust manhole frames to finished grade at the following locations: Station 107+88, 40' RT and Station 9+39, 56' RT.

Work planned during construction is anticipated to take one working day for each manhole adjustment.

Provide advance notice to TDS Metrocom when final grading will be complete, and the site will be available to perform this work.

We Energies - Electric

We Energies – Electric has underground facilities within the project limits. Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is.

The following utility work by We Energies – Electric will be performed concurrent with construction operations under this contract:

- Adjust manhole frame to finished grade at Station 12+70, 15' RT.

For electric manhole adjustments, the contractor is required to provide a 14 day notice and a 3 day reminder notice to notify the utility that the site is ready. Contact Tara Blecha, (414) 540-5784 or tara.blecha@we-energies.com.

Work planned during construction is anticipated to take two working days.

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

We Energies Electric Dispatch, #1 (800) 662-4797

We Energies - Gas

We Energies – Gas has underground facilities within the project limits. Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is.

We Energies – Gas has a discontinued 22" and 24" steel main along the eastbound lanes of Lincoln Avenue.

The following utility work by We Energies – Gas will be performed prior to construction operations under this contract:

- Discontinue the 8" steel main along Lincoln Avenue from Station 98+70, 17' RT to Station 105+60, 10' RT.
 - o Bore a 6" gas main along Lincoln Avenue from Station 98+75, 28' RT to Station 105+71, 31' RT and tie into the existing 8-inch steel main on each end. The 6" gas main will be steel from Station 101+00, 28' RT to Station 102+54, 30' RT. The rest of the 6" gas main will be PE.
 - § Connect to the 2" PE main on 95th Street at Station 104+85, RT.
- Discontinue the 4" steel main on Lincoln Avenue from Station 98+80, 30' LT to Station 99+00, 30' LT.
 - o Install 4" steel main on Lincoln Avenue from Station 98+85, 30' LT to Station 98+95, 30' LT.
- Discontinue a 4" steel main on Lincoln Avenue from Station 101+42, 27' LT to Station 103+76, 27' LT.
 - o Connect the 4" steel main on Lincoln Avenue to the 2-inch steel main 96th Street from Station 101+42, 27' LT to Station 101+67, 33' LT.
- Discontinue the 6" steel main on Lincoln Avenue from Station 101+67, 11' RT to 32' LT.
- Discontinue the 4" steel main on Lincoln Avenue from Station 102+35, 11' RT to 72' RT.
- Discontinue the 6" steel main that crosses Lincoln Avenue and National Avenue along 95th Street from Station 105+05, 30' RT on Lincoln Avenue to Station 12+45, 40' LT on National Avenue.
- Discontinue the 2" PE main on 95th Street at Station 18+55, 30' LT to Station 18+70, 12' LT.
- Discontinue the 4" steel main on 95th Street from Station 20+50, 5' LT to Station 20+75, 10' LT.
- Discontinue the 2" steel main on 95th Street from Station 20+75, 10' LT to Station 20+95, 10' LT.
 - o Connect to the 2" steel main on 95th Street from Station 20+63, 26' LT to Station 21+00, 10' LT.
 - o Bore a 2" PE main across 95th Street at Station 20+63 from 26' LT to 30' RT.
 - o Connect to the 2" PE main on National Avenue at Station 13+03, 29' LT.
- Bore a 2" PE main across Lincoln Avenue from Station 108+66, 37' RT to Station 26+09, 26' RT on 94th Street.
- Discontinue the 6" steel main on National Avenue from Station 4+00, 47' LT to Station 9+02, 45' LT.
- Discontinue the 4" steel main on National Avenue from Station 8+50, 35' RT to Station 9+02, 35' RT.
 - o Connect to the 4" steel main on National and bore a 4" PE main from Station 8+50, 40' RT to Station 10+80, 40' RT and connects to the 6" PE main on Lincoln Avenue.
- Discontinue the 4" steel main that crosses National Avenue at Station 9+02, 45' LT to 35' RT.
- Replace existing service laterals.

Work prior to construction is anticipated to take 50 working days.

The following utility work by We Energies – Gas will be performed concurrently with construction operations under this contract:

- Adjust the valve box on Lincoln Avenue at Station 101+00, 28' RT.
- Adjust the valve box on Lincoln Avenue at Station 102+54, 30' RT.
- Adjust the valve box on Lincoln Avenue at Station 105+79, 38' RT.
- Adjust the valve box on Lincoln Avenue at Station 108+66, 32' RT.
- Adjust the valve box on National Avenue at Station 12+89, 29' LT.

For gas valve box adjustments, the contractor is required to provide a 10 day notice to notify the utility that the site is ready. Contact the Gas Dispatch number below.

Work planned during construction is anticipated to take two working days.

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

We Energies Gas Dispatch, #1 (800) 261-5325

West Allis – Sanitary

The City of West Allis owns underground sanitary sewer facilities throughout the project limits. Work to replace and adjust sanitary sewer facilities is included in the contract documents to be performed by the contractor as part of the project improvements. Remove, construct and adjust sanitary sewer items as shown in the plans and in the bid items for this project.

West Allis – Water

The City of West Allis owns water main, service laterals, valves and hydrants throughout the project limits. Work to replace and adjust water facilities is included in the contract documents to be performed by the contractor as part of the project improvements. Construct and adjust water main items as shown in the plans and in the bid items for this project.

The following utilities have facilities within the project area. However, no adjustments are anticipated:

Spectrum (Communications)

7. Work by Others.

West Allis West Milwaukee School District (Communications)

The West Allis West Milwaukee School District (WAWM SD) owns an underground fiber optic facility on the north side of W. Lincoln Avenue that enters the project limits from the west and crosses W. Lincoln Avenue near Station 108+79. Arrange for a watchdog to be on-site during construction activities and excavation within 5 feet of WAWM SD's buried fiber optic facility. Call Excel Underground at (920) 574-2924 to schedule watchdog service.

Any facility not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is.

The following work by WAWM SD will be performed concurrent with construction operations under this contract:

- Adjust handhole to finished grade at Station 108+79, 40.5' LT.

Work planned during construction is anticipated to take one working day. Provide advance notice to WAWM SD when final grading will be complete, and the site will be available to perform this work.

8. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum inconvenience to the free flow of vehicles on roadways carrying W. Lincoln Avenue, W. National Avenue and other side road traffic. No construction equipment shall travel on intersecting minor side roads outside of the project limits without approval from the engineer.

When hauling across any public roads, provide the necessary flagging and signing to control the construction equipment movements. The flagging operations shall not impede traffic flow on the public roads.

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 Michael Baird at (262) 548-5918. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

10. Erosion Control.

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

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide one copy of the ECIP to Management Consultant and one copy of the ECIP to the WDNR Liaison, Ryan Pappas, at Ryan.Pappas@wisconsin.gov, 2300 North Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212, (414) 750-7495. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within five calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed.

Restrict the removal of vegetative cover and exposure of bare ground to the minimum amounts necessary to complete construction. Restoration of disturbed soils should take place as soon as conditions permit. If sufficient vegetative cover will not be achieved because of late season construction, the site must be properly winterized.

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

If dewatering is required for any reason, the water must be pumped into a properly selected and sized dewatering basin before the clean/filtered water is allowed to enter any waterway or wetland. The basin must remove suspended solids and contaminants to the maximum extent practicable. A properly designed and constructed dewatering basin must take into consideration maximum pumping volume (gpm or cfs) and the sedimentation rate for soils to be encountered and meet all other requirements of WDNR Technical Standard 1061.

All temporary stockpiles must be in an upland location and protected with erosion control measures. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed.

Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1 (800) 943-0003.

11. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed a review of environmental documents and databases for soil and groundwater contamination at locations within this project and completed testing for soil and ground water contamination where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following sites:

- Station 105+25 to 106+25, beyond project limits right (Bob Paul's Tire & Auto, 9435 W. Lincoln Ave., WDNR BRRTS No. 03-41-001134, Closed LUST Site).

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting:

Andrew Malsom
WisDOT SE Region
141 NW Barstow St.
Waukesha, WI 53187
(262) 548-6705
andrew.malsom@dot.wi.gov

stp-107-100 (20230113)

12. Notice to Contractor – Traffic Management Center Coordination

National Avenue is a primary route for events at State Fair, American Family Field, and Summerfest. Prior to construction notify the Traffic Management Center (TMC) of the project start date and schedule. Throughout construction, notify the TMC of staging changes, schedule revisions, and substantial completion so traffic can be routed accordingly. Contact the TMC at (414) 227-2166.

13. Notice to Contractor – Survey

Digital design file information/existing surface data, including design surface DTMs and/or coordinate system GPS information will not be available for this project.

All survey work necessary to stake out and construct all portions of this project will be measured and paid for under the staking bid items designated in this contract.

14. Notice to Contractor - Milwaukee County Transit System.

The Milwaukee County Transit System (MCTS) operates the following bus routes within and/or directly adjacent to the construction limits: route 53 (Lincoln Avenue) and route 54 (Mitchell-Burnham).

Impacts to MCTS Routing

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 project work to provide advance notice of potential service impacts.

Impacts to MCTS Signs and Posts

Notify MCTS of work impacting MCTS signs and posts in advance 5 or more business days. MCTS signs include "Bus Stop" and turn disc signs. MCTS signs are mounted on MCTS posts; and on assets owned by others including streetlights, traffic regulators, crosswalk and street signposts. MCTS shall be responsible for MCTS sign and post removal and installation, with the contractor granting access to MCTS personnel to perform such work. Signs stating "No Parking Bus Stop" are the under the ownership and responsibility of City of Milwaukee.

Impacts to Bus Shelters

Contractor work may require bus shelter(s) to be temporarily removed. MCTS will be responsible for the removal and reinstallation of bus shelters, with the contractor granting access to MCTS personnel for the purposes of reinstallation before new pavement opens to vehicular traffic. Notify MCTS in advance ten (10) business days for each site-specific bus shelter location.

Non-detour Service Suspension at MCTS Bus Stops and Temporary Bus Stops

Occasions may arise when work requires neither a detour nor the physical alteration of MCTS bus stop assets, but (for passenger safety) those occasions involved require MCTS to temporarily suspend service at a bus stop location. Notify MCTS in advance 5 business days of the site-specific occasion, and MCTS will sign appropriately to instruct passengers to board at a temporary bus stop. Notify MCTS upon completion of work. MCTS will resume service to any suspended bus stop locations when it is safe to do so.

Temporary Bus Stops

MCTS will designate temporary bus stop boarding locations using MCTS temporary signs. Temporary bus stops will be in existing right-of-way at ADA-accessible locations outside the project's construction zone. MCTS is not requesting this project to provide temporary boarding pads.

MCTS contacts:

Dan Adams (primarily construction planning and design)
Milwaukee County Transit System
1942 N. 17th St.
(414) 937-3273
dadams@mcts.org

Armond Sensabaugh (primarily staging and detours)
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
(414) 343-1728
asensabaugh@mcts.org

David Locher
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
(414) 343-1727
dlocher@mcts.org

15. Weekly Coordination Meeting.

The contractor shall arrange and conduct weekly meetings between the department, local officials, utilities and subcontractors to discuss the project schedule of operations, traffic control, erosion control and any unresolved conflicts. The first meeting shall be held prior to the start of work under this contract.

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

Both the department and City of West Allis 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 West Allis.

stp-105-001 (20140630)

17. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, and the latest edition of the City of West Allis Addendum. 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. The City of West Allis Addendum is available at:

<https://www.westalliswi.gov/DocumentCenter/View/1464/Sewer-and-Water-Specifications-Addendum>

Conform to the referenced construction specifications for the following:

Sanitary sewer and water main work.

stp-105-002 (20130615)

18. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and businesspeople 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 no further meetings will be required unless directed by the engineer. 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)

19. 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 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

20. City of West Allis Water Appendix.

I. Water Main Pipe Material

The type of water main pipe to be used on this Contract shall be of the size and material as noted on the Plans.

A. Ductile Iron.

Ductile iron pipe shall conform to American Water Works Association (AWWA) C151 Special Class 53. The pipe shall have bell and spigot ends designed for a Tyton rubber gasket push-on joint. All ductile iron pipe and fittings shall be coated as specified in Chapter 8.18.3 of the Standard Specifications for Sewer & Water Construction in Wisconsin latest edition (Standard Specifications). All metal pipe, fittings, and materials shall be encased in a double, watertight layer of polyethylene wrap, as specified in Chapter 8.21.0 of the Standard Specifications.

B. PVC/HDPE/Non-Metallic.

PVC Pipe shall be C-900 DR-18 or less in conformance with AWWA C900, American Society of Testing and Materials (ASTM) D3139, and ASTM F-477 for sizes 4-inch through 12-inch. PVC mains larger than 12-inch shall be C-905 DR-18 or less in conformance with AWWA C905, ASTM D3139, and ASTM F-477. The pipe shall have integral elastomer bell and spigot ends designed for a rubber gasket push-on joint. CertaLok® PVC water main pipe shall conform to AWWA C900 DR-18 and installation shall be completed under AWWA C605.

High-Density Polyethylene (HDPE) pipe for directional drilling projects shall be DR-11, ductile iron pipe size (DIPS), and pressure class 200 conforming to AWWA C906.

Ductile iron fittings coated as specified in Chapter 8.18.3 of the Standard Specifications shall be used with Megalug retainer glands specifically rated for use with selected non-metallic pipe. All metallic fittings, stand pipes, and other appurtenances used with non-metallic water mains shall be encased in a double, watertight layer of polyethylene wrap, as specified in Chapter 8.21.0 of the Standard Specifications, before bedding and backfilling.

1. Tracer Wire

See Section XVI.

2. Restrained Bell-Spigot Joints

All PVC bell restraints shall be of a rodded variety approved in writing by the engineer. No push-on gasket restraints shall be allowed without an accompanying gland-to-gland fitting spanning the bell.

II. BEDDING and BACKFILL

All water main pipe and fittings shall be encased in a double, watertight layer of polyethylene wrap and laid with crushed limestone bedding and cover conforming to Section 8.43.6 of the Standard Specifications.

III. HYDRANT LEADS

All hydrant leads shall be as specified on the Plans. Non-metallic leads shall, at a minimum, conform to AWWA C900 DR-14. Ductile iron hydrant leads shall be encased in a double, watertight layer of polyethylene wrap. All types of leads shall be buttressed at the tee and hydrant ends with hardwood blocks and all joints shall be restrained. The hydrant itself shall be set on concrete or brick blocks. This work shall be incidental to the cost of the hydrant or lead.

IV. HYDRANTS and VALVES

The contractor shall install hydrants with the steamer nozzle section perpendicular to the street where practical. The cost of modifying the hydrants shall be included in the unit price bid for installing hydrants. The contractor shall be responsible for installing the hydrant so that the center of the lowest nozzle, the steamer nozzle, is a minimum of 18-inches from the plan grade (top of curb grade) and no greater than 24-inches from the plan grade. In addition, the flange of the hydrant should not be below grade. The contractor shall be responsible for tightening nuts and bolts on all valves and hydrants in this Contract.

The contractor shall supply all hydrants and valves. See Section XVII "Contractor to Supply All Materials" in this appendix.

V. FITTINGS

All fittings shall be cement lined, ductile iron, compact fittings furnished with mechanical joints conforming to ANSI/AWWA C153 and C111, according to Section 8.22.0 of the Standard Specifications and coated according to Section 8.18.3 of the Standard Specifications. All fittings shall be 250 psi rated water working pressure. Megalug retainer glands shall be used on all fittings. Glands shall be specifically rated for the main and lead material which is being used. All fittings shall be set and buttressed with concrete and/or hardwood blocks. Where sleeves are required,

the contractor shall use solid iron sleeves, dual purpose sleeves, Romac Alpha couplings, Hymax Grip couplings, or engineer approved equal for both metallic and non-metallic mains.

Where shown on the Plans, or as approved in writing by the engineer, restraint strapping shall follow Section 4.9.0 of the Standard Specifications with number and size of retaining rods recommended by pipe restraint manufacturer for the type and size of pipe used. Metallic water main bell-spigot joints may only use restraining glands in lieu of rodded bell restraints when approved in writing by the engineer.

All fittings and connections to appurtenances shall use coated, corrosion resistant nuts and bolts (Cor-Blue), which will be incidental to the cost of the fittings. All fittings shall be encased in a double, watertight layer of polyethylene wrap, per Chapter 8.21.0 of the Standard Specifications.

All fittings and appurtenances shall be specifically rated for the appropriate water main or water service material.

VI. SERVICE SADDLE / WATER SERVICE CONNECTIONS

The contractor shall tap all connections. All pipe services and connections shall be made according to Chapter 5.5.0 of the Standard Specifications and AWWA C600-93. The cost of all taps shall be included in the price bid for linear feet of service.

All water service (re)connections 2-inches and smaller, as well as air vents, for metallic* and non-metallic pipe shall be wet tapped under pressure using a one-piece, double-bolt, stainless steel service saddle clamp conforming to Smith-Blair 372, with AWWA/CC taper thread or equal as approved in writing by the engineer. Service saddles shall be furnished by the contractor and incidental to the service.

*1-inch water services on metallic pipe shall be direct tap unless approved by the engineer.

Services larger than 2-inches that are installed under pressure require an engineer-approved, 2-piece, stainless steel, heavy-duty tapping sleeve with slip-through bolts and a resilient wedge gate valve. Approved stainless steel tapping sleeves include Smith-Blair 665 or Romac SST III, both with flanged outlet.

The contractor shall refer to the manufacturer's instructions for the installation of a specific sleeve/tap.

The drilling machine shall operate with a cutting tool classified as a core-cutting tool of the shell design that retains the coupon cut while penetrating the pipe wall, and must have a throat depth that exceeds the PVC pipe wall thickness. Twist drill bits and auger bits shall be prohibited. The drilling machine shall provide a ratchet handle on the boring bar, and a feed rate that is controlled and accomplished with a feed nut for feed screw and yoke.

Saddle sleeves shall not be installed within 1-foot of the bell end of the pipe, fittings, or additional taps.

Tapping sleeves shall not be installed within 4-feet of the bell end of the pipe, fittings, or additional taps.

VII. WATER SERVICES

The price bid for Water Service shall include supplying the copper or HDPE service pipe, installing the tap on the main, curb stops and boxes, the cost of installation, and any incidentals required to complete the installation of the water service as shown on the Plans.

Tubing furnished shall be Type K soft annealed seamless copper and shall conform to the specifications of the ASTM Designation B-88, or HDPE (high density polyethylene) tubing conforming to ASTM D2737 SDR 9, AWWA C901, NSF-14, class 200.

When reconnecting to an existing lead service line, a no-contact compression coupling shall be used to prevent direct contact of the lead service line with other water system components. Approved products are lead paks by the Ford Meter Box Company or the Universal Transition Coupling by Philmac.

All copper tubing for water services must be re-rounded with a re-rounding tool after cutting the pipe.

All corporation stops, curb stops, and couplings for non-metallic water services require tubular stainless steel insert stiffeners.

Pay measurement for water services shall extend horizontally from the center of the water main to the curb stop. The service pipe used on the house side of the curb stop for reconnection to the existing private service line is incidental to the water service installation, unless over 2-feet.

Where the existing curb stop is located in the middle to back of walk, and where the Plan specifies that a new curb stop shall be installed in the terrace area 1-foot from the front of walk, tail pieces that exceed 2-feet will be paid as water service. In these situations, pay measurement will be from the new curb stop to the connection point, less 2-feet, as indicated on the Plan.

VIII. SMALL DIAMETER WATER SERVICE RECONNECTS

The price bid for Water Service Reconnects shall include supplying the copper or HDPE service pipe, installing the tap on the main, the cost of installation, and any incidentals required to reconnect the water service as shown on the Plans, including all necessary reducers.

The cost for all taps shall be included in the price bid for Water Service Reconnects.

IX. WATER MAIN JOINT RESTRAINTS

See the end of this appendix for thrust restraint diagrams for proposed water mains. All joints within the calculated length must be restrained. If the distance between fittings is less than or equal to the calculated restraint length, restrain all joints between those fittings. In addition to tie rods and retainer glands ("MegaLugs"), restrained gaskets or pipe will be considered acceptable such as "Fast-Grip", "Fieldlok", "TR Flex", "Certa-Lok" or approved equal.

All PVC bell restraints shall be of a rodded variety approved in writing by the engineer. No push-on gasket restraints shall be allowed without an accompanying gland-to-gland fitting spanning the bell.

X. WATER SHUT OFFS

As stated in the Standard Specifications Chapter 4.14.2 – Notice to Water Utility:

"The contractor shall give a minimum of 48 hours' notice to the Water Utility for a request for a water shut-off. The Water Utility shall determine the time and duration of the shut-off. The contractor shall continue the work to completion and restore service to the interrupted main. No claim for extra compensation will be considered for overtime due to the hours of shut-off."

This is applicable to all water service and water main reconnects.

XI. INSULATION AROUND WATER MAINS and APPURTENANCES

The contractor shall provide and install extruded polystyrene rigid insulation with a minimum of 25 psi compressive strength, consisting of two layers of 2-inch thick by 6-feet long by the width of the trench, between storm sewer and structure installations and all water mains and services at all locations shown on the Plans, at any other location where a water main or service is exposed, or as directed by the engineer. Insulation shall also be placed under water mains and services where they cross over the storm sewer and have a separation of less than 12-inches. The cost of which shall be included in the storm sewer relay, repair, extension or structure, or water main relay, repair, or extension bid items.

If the vertical separation is greater than 12-inches and the service or main has a minimum of 6-feet of cover insulation does not need to be installed, unless shown on the Plans. Unless otherwise noted by the engineer, insulation shall be considered incidental to the work.

XII. FLUSHING

A. Requirements for Flushing.

Prior to flushing any water from the newly installed water main or existing water main system, the contractor shall adhere to the following requirements:

1. The contractor shall apply for a Wisconsin Pollutant Discharge Elimination System (WPDES) permit through the Wisconsin Department of Natural Resources (WDNR) separately of the City of West Allis WPDES permit. The contractor shall follow all requirements set forth within the WPDES permit and the contractor is solely liable for any violations of the requirements set forth within the permit by the WDNR. A copy of the permit shall be supplied to the city as record that the contractor has successfully received an approved permit from the WDNR.
2. The contractor may elect to discharge flush water into the sanitary sewer system. Discharging to the sanitary sewer shall not be permitted during a rain event or within 24 hours of a 1-inch or greater rainfall event within the Milwaukee Metropolitan Sewerage District's (MMSD) service area. Discharging into the sanitary sewer system requires a minimum of 3 days' notice to MMSD; The contractor shall contact Cari Roper at 414-221-6815 or CROper@mmsd.com and provide the date(s) of the planned flushing event and an approximation of how much water will be discharged into the sanitary sewer system.

B. Clearing the Main of Heavily Chlorinated Water.

After the applicable retention period, heavily chlorinated water should not remain in prolonged contact with the pipe. In order to prevent damage to the pipe lining or corrosive damage to the pipe itself, the heavily chlorinated water shall be flushed from the main until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the distribution system or is acceptable for domestic use. Prior to final flushing, and before connection to the existing main, the contractor shall initially flush the new main using the temporary vents and filler pipes specified. The required velocity in a water main being flushed shall be 2.5 feet/sec. This equates to the following required flows:

Water Main Diameter (Inches)	Flow Required to Produce 2.5 ft/s (GPM)
6	200
8	400
10	600
12	900
16	1600

C. Disposal of Heavily Chlorinated and Flushing Water.

The WDNR prohibits discharges of chlorinated and/or contaminated water into any Surface Waters of the State, whether directly or indirectly, through storm sewers. To be in compliance with these regulations, the contractor shall apply for a WPDES and follow all requirements of the permit unless discharging into the sanitary sewer system following the notices above to MMSD. Appendix B of AWWA Standard 651 contains a list of neutralizing agents and their required dosages.

In addition to the above requirements, the contractor shall take grab samples a minimum of 2 times per day during flushing. They shall be taken after the neutralizing chemical has been

introduced to the flushing water and at the onset of the initial flushing. The contractor, at their expense, shall have these grab samples analyzed for the following:

1. Total Suspended Solids (mg/L)
2. pH (s.u.)
3. Oil and Grease (mg/L)
4. Dissolved Oxygen (mg/L)
5. Total Residual Chlorine (mg/L)

Copies of the above reports shall be furnished to the city, and the city shall be provided any reports as required under the WPDES permit to the WDNR.

XIII. WATER MAIN TESTING (SAFE SAMPLE)

The water required for hydrostatic testing, disinfection, and flushing can be supplied through a temporary connection controlled by a control valve and backflow prevention device (obtainable through the Water Utility) at a hydrant that is connected to the existing water system.

A. Hydrostatic Test.

Hydrostatic testing shall be made according to Chapter 4.15.0 of the Standard Specifications, as well as the requirements found hereunder:

1. Pressure and leakage testing shall be according to the latest edition of AWWA C600.
2. Pressure testing of the installed pipe shall be completed by the contractor under city supervision.
3. Following examination of exposed parts of the system ("wet-hand" test); the test pressure will be increased to 150 psi, read at the point of lowest elevation on the main, for the duration of one hour. There should be no noticeable pressure drop in the test section.
4. If it is found unnecessary to add water during the duration of the pressure test, the engineer may waive the leakage test.
5. If the leakage test is not waived, the test shall be according to Chapter 4.15.3 of the Standard Specifications.

B. Disinfection Test.

Disinfection testing shall be made according to Chapter 4.16.0 of the Standard Specifications, as well as the requirements found hereunder:

1. All new, cleaned, or repaired water mains shall be disinfected according to AWWA C651 and Wisconsin Administrative Code NR 811.07(3),
2. The new water main shall remain disconnected from the existing main until disinfection and final bacteriological tests have been completed.
3. If approved by the city, the new water main can be connected to the existing main during construction for disinfection purposes. The contractor will be required to submit a backflow protection procedure to keep contaminated water from entering the existing main.
4. Methods of Chlorination

a. Tablet

Hypochlorite tablets can be used during construction according to Section 4.3.12 of the Standard Specifications.

b. Continuous Feed

This method consists of placing calcium hypochlorite granules in the main during construction, completely filling the main to remove all air pockets, flushing the completed main to remove particulates, and then filling the main with potable water.

Chlorine concentration should be tested at regular intervals downstream of where the water is added to verify the minimum free chlorine residual does not drop below 25 mg/L.

c. Slug

This procedure is similar to the continuous feed method except the dose of chlorine fed at a constant rate increases the concentration to 100 mg/L. The chlorinated water slowly flows through the pipe for at least 3 hours, exposing all interior surfaces to the high concentration. Valves and hydrants should be treated with this water also. During the 3 hour period, the water should have a residual of 50 mg/L free chlorine or more.

C. Bacteriological Test.

1. All samples shall be collected in sterile bottles treated with sodium thiosulfate as required by the Standard Methods for the Examination of Water and Wastewater (Standard Methods). A suggested combination blow-off and sampling tap is useful for mains up to 8-inches in diameter. A corporation cock may be installed on the main with a copper-tube gooseneck assembly. No hose or hydrant shall be used to collect samples.
2. All samples shall be tested for bacteriological quality according to the Standard Methods, and shall be void of coliform organisms.
3. If trench water or excessive quantities of dirt and debris have entered the new main during construction, bacteriological samples may be taken at marked intervals of 200-feet. Any water left in the main for 16 hours or more must be tested for bacterial contamination.
4. Methods for Total Coliform Analysis.

a. 16 Hour Sampling

After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken 16 hours apart, shall be collected from the main. A set is made up from groups of samples collected every 1,200-feet of new main, groups of samples taken at each branch, and a group of samples taken at the end of the line.

b. 15 Minute Sampling

Before the new water main is connected to the distribution system, let the main sit for 16 hours without any water use. Two consecutive sets of acceptable samples, taken a minimum of 15 minutes apart while the sampling taps are left running, shall be collected from the main. If this option is used, the contractor must install a control valve located on the downstream end of the sampling spigot to allow sampling without flushing the main.

The contractor shall provide a 1.5-inch air vent assembly for all water mains equal to or less than 8-inches in diameter. The air vent assembly shall include a 0.5-inch smooth nose hose bib sample valve located 4-feet above grade.

The contractor shall provide a 2-inch air vent assembly for all water mains greater than 8-inches in diameter. The air vent assembly shall include a 0.5-inch smooth nose hose bib sample valve located 4-feet above grade.

See the standpipe diagram at the end of this document for more information on configuration.

In order to reduce the risk of contamination, no "wet" connection greater than 20-feet shall be allowed without the written approval of the engineer.

XIV. DISINFECTION PROCEDURES WHEN CUTTING OR REPAIRING EXISTING MAINS

The following procedures apply when existing mains are wholly or partially dewatered. After the appropriate procedures have been completed, the existing main may be returned to service prior

to completion of bacteriological testing in order to minimize the time Water Utility Customers are out of water. Leaks or breaks that are repaired with clamping devices while the mains remain full of pressurized water present little danger of contamination and require no disinfection.

A. Trench Treatment.

When an existing main is opened, either by accident or by design, the excavation may contain standing water which may be contaminated from nearby sewers.

Liberal quantities of hypochlorite applied to open trench areas will lessen the danger from such pollution. Tablets have the advantage in such a situation because they dissolve slowly and continue to release hypochlorite as water is pumped from the excavation.

B. Swabbing with Hypochlorite Solution.

The interior of all pipe and fittings (particularly couplings and sleeves) used in making the repair shall be swabbed or sprayed with a 1% hypochlorite solution before they are installed.

C. Flushing.

Thorough flushing is the most practical means of removing possible contamination introduced during repairs. If valve and hydrant locations permit, flush toward the work location from both directions. Flushing shall be started as soon as the repairs are completed and shall be continued until discolored water is eliminated. Flushing shall follow the requirements set forth in Section XII of this appendix.

XV. SPECIAL PROCEDURES FOR TAPPING SLEEVE VALVES

This section shall be incidental to the Contract.

Before a tapping sleeve is installed, the exterior of the main to be tapped shall be thoroughly cleaned, and the interior surface of the sleeve shall be lightly dusted with calcium hypochlorite powder.

Tapping sleeves are used to avoid shutting down the main when needing to be tapped. After the tap is made, it is impossible to disinfect the annulus without shutting down the main and removing the sleeve. The space between the tapping sleeve and the tapped pipe is normally 0.5-inches, more or less, so that as little as 100 mg/ft² of calcium hypochlorite powder will provide a chlorine concentration of over 50 mg/L.

XVI. TRACER WIRE SPECIFICATIONS / INSTALLATION GUIDE

A. Materials.

All tracer wire and tracer wire products shall be domestically manufactured in the United States of America. All tracer wire shall have HDPE insulation intended for direct bury, color coded per APWA standards for water utilities.

1. Tracer Wire

a. Open Trench

Tracer wire shall be #12 AWG Copper Clad Steel, High Strength with a minimum 450-pound break load, with a minimum 30-mil HDPE insulation thickness.

b. Directional Drilling / Boring

Tracer wire shall be #12 AWG Copper Clad Steel, Extra High Strength with a minimum 1,150-pound break load, with a minimum 30-mil HDPE insulation thickness.

c. Pipe Bursting / Slip Lining

Tracer wire shall be 7x7 Stranded Copper Clad Steel, Extreme Strength with a minimum 4,700-pound break load, with a minimum 50-mil HDPE insulation thickness.

2. Connectors

a. All mainline tracer wires must be interconnected in intersections, at mainline tees, and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable

connector. At crosses, the four wires shall be joined using a 4-way lockable connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative at crosses.

- b. Direct bury wire connectors shall include 3-way lockable connectors and mainline-to-lateral lug connectors specifically manufactured for the use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner to prevent any uninsulated wire exposure.
 - c. Non-locking friction fit, twist-on, or taped connectors are prohibited.
3. Termination/Access
- a. All tracer wire termination points must utilize an approved tracer wire access box specifically manufactured for this purpose. (See Water System)
 - b. All grade level hydrant access boxes shall be appropriately identified with "water" in the cap and be color coded.
 - c. A minimum of 2-feet of excess/slack wire is required in all tracer wire access boxes after meeting final elevation.
 - d. All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the tracer wire connection and the terminal for the grounding rod wire connection.
 - e. Grounding Rod wire shall be connected to the identified (or bottom) terminal on all access boxes.
 - f. Service Laterals on Public Property
Tracer wire must terminate at an approved curb stop box.
 - g. Service Laterals on Private Property
Tracer wire must terminate at an approved above-ground tracer wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground tracer wire access box, located within 2 linear feet of the building being served by the utility.
 - h. Hydrants
Tracer wire must terminate at an approved above-ground color coded blue tracer wire access box, properly affixed to the hydrant grade flange. (Affixing with tape or plastic ties shall not be acceptable.)
 - i. Long-Runs, More than 500 Linear Feet Without Service Laterals or Hydrants
Tracer wire access must be provided utilizing an approved grade level/in-ground tracer wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground tracer wire access box shall be delineated using a minimum 40-inch polyethylene marker post, color coded per APWA standards for water utilities.
4. Grounding
- a. Tracer wire must be properly grounded at all dead ends and stubs.
 - b. Grounding of tracer wire shall be achieved by use of a drive-in magnesium grounding rod with a minimum of 20-feet of #12 black HDPE insulated copper clad steel or solid copper wire connected to the ground rod (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
 - c. When grounding the tracer wire at dead ends and stubs, the grounding anode shall be installed in a direction 180 degrees opposite of the tracer wire, at the maximum possible distance.
 - d. When grounding the tracer wire in areas where the tracer wire is continuous and neither the mainline tracer wire or the grounding anode wire will be terminated at/above grade, install grounding rod directly beneath and in-line with the tracer wire. Do not coil excess wire from the grounding rod. In this installation method, the grounding rod wire

shall be trimmed to an appropriate length before connecting to the tracer wire with a service-to-lateral lug connector.

- e. Where the ground rod wire will be connected to a tracer wire access box, a minimum of 2-feet of excess/slack wire is required after meeting final elevation.

B. Installation.

Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512-hZ) signal for distances more than 1,000-feet, and without distortion of signal caused by multiple wires being installed near one another.

Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating the tracer wire shall not be allowed. Tracer wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5-foot intervals.

Tracer wire must be properly grounded as specified. Tracer wire on all service laterals/stubs must terminate at an approved curb stop box. (See Water System)

At all mainline dead-ends, tracer wire shall go to the ground using an approved connection to a drive-in magnesium ground rod, buried at the same depth as the tracer wire. (See Grounding)

Mainline tracer wire shall not be connected to existing conductive pipes. Treat this situation as a mainline dead-end, and ground using an approved waterproof connection to a grounding rod buried at the same depth as the tracer wire. All service lateral tracer wires shall be a single wire, connected to the mainline tracer wire using a mainline-to-lateral lug connector, installed without cutting/splicing the mainline tracer wire.

In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

1. Water System

- a. A mainline tracer wire must be installed, with all service lateral tracer wires properly connected to the mainline tracer wire, to ensure full tracing/locating capabilities from a single connection point.
- b. Lay mainline tracer wire continuously, by-passing around the outside of valves and fittings, on the northern or eastern side of the water main.
- c. Tracer wire on all water service laterals must terminate at an approved curb stop box.
- d. Above-ground color coded blue tracer wire access boxes will be installed on all fire hydrants.
- e. All conductive and non-conductive service lines shall include tracer wire.

C. Prohibited Products and Methods.

The following products and methods shall not be allowed or accepted:

1. Uninsulated tracer wire.
2. Tracer wire insulations other than HDPE or HMWPE.
3. Tracer wires not domestically manufactured.
4. Non-locking, friction-fit, twist-on, or taped connectors.
5. Brass or copper ground rods.
6. Wire connections utilizing taping or spray-on waterproofing.
7. Looped wire or continuous wire installations, that has multiple wires laid side-by-side or near one another.
8. Tracer wire wrapped around the water main, hydrant lead, or water service.
9. Brass fittings with tracer wire connection lugs.

10. Wire terminations within the roadway, i.e., in valve boxes, cleanouts, manholes, etc.

11. Connecting tracer wire to existing conductive utilities.

D. Testing.

All new tracer wire installations shall be located using typical low frequency (512-Hz) line tracing equipment, witnessed by the contractor, engineer, and Water Utility as applicable, prior to transfer of ownership.

This verification shall be performed upon completion of rough grading and again prior to final Contract completion.

Continuity testing in lieu of actual line tracing shall not be accepted.

XVII. CONTRACTOR TO SUPPLY ALL MATERIALS

The contractor shall supply all materials, including corporations, curb stops, curb stop boxes, hydrants, valves, valve boxes, and tracer wire. The contractor shall supply the following:

A. Corporations.

Corporations shall be Ford FB600 or FB1000 Series, McDonald 74701B Series, or Mueller B25000 Series. Corporations may be either flared or compression fitting.

B. Curb Stops.

Curb stops shall be Minneapolis type, full port, ball valve, and copper tube size compression fitting. Acceptable model series are Mueller B25155, Ford B44, or A.Y. McDonald 76100.

C. Stainless Steel CTS Insert Stiffeners.

Stainless steel insert stiffeners for use with HDPE SDR 9 water service pipe shall be Ford INSERT-53-72 or A.Y. McDonald 6133T.

D. Curb Box Riser.

Curb box risers shall be "Minneapolis Pattern" manufactured by A.Y. McDonald, model #5615, or approved equal.

E. Curb Boxes.

Curb stop boxes shall be "BOABOX" manufactured by Innovative Tops, LLC, model #125, #150, or an approved equal.

F. Hydrants.

Supply the hydrant, 6" valve, and valve box on site. Hydrants shall be Kennedy Guardian, Mueller Centurian A-423, Clow Medallion, or approved equal.

All hydrants 1997 or newer shall remain the property of The City of West Allis. The Water Utility will pick these hydrants up from the project site.

Hydrants shall meet the following construction requirements:

1. Cast or ductile iron discharge pipe.
2. Breakaway flange conforming to AWWA C502-94 Section 3.1.
3. Main valve opening of 5.25-inch diameter minimum.
4. Main valve composed of molded rubber with durometer hardness factor of 90±5.
5. Operating nut shall be a one-piece bronze casting, pentagonal in shape, 1.75-inches from point to flat, 1-11/16" at top, and 1-inch high.
6. A weather shield shall protect the clearance area between the top casting and the operating nut.
7. 2x 2.5-inch NST fire hose nozzles.
8. 1x 4.5-inch NST pumper nozzle.
9. Cast iron nozzle cap with rubber gasket, attached chains at a point lower than the centerline of the nozzle. Nut shall conform to AWWA C502-94 Section 3.2.97.

10. Counterclockwise opening operation.
11. Automatic drain valve operated by main valve rod. Includes brass port, seat, and lower valve.
12. Oversize mechanical joint inlet designed to be installed on Class D pit cast pipe, Class 250 cast iron pipe, or Class 55 ductile iron pipe using one of 2 gaskets furnished. Gaskets to be color-coded for cast and ductile iron pipe.
13. Internal ferric metal surfaces of hydrant and lower valve stem from boot or show to ground line shall be coated with epoxy at a minimum thickness of 4-mils.
14. Hydrant nozzle capable of 360° rotation with respect to standpipe.
15. Minimum 18-inches from center of lowest nozzle to ground.
16. Permanent marking stating manufacturer, main valve size, and year of manufacture.
17. Bronze upper valve plate and seat. Seat shall thread into a bronze drain ring or shoe bushing. Zinc content of bronze not to exceed 16%. Threads on drain ring and seat ring to have water soluble, environmentally safe lubricant applied at the factory.
18. Bottom of pipe to grade to be 6.5-feet as defined by Section 3.2.5 of AWWA C502-94. Torque requirements shall comply with the same section.
19. Fasteners between the shoe and standpipe and any standpipe flange shall be low-zinc bronze or 300 series 18-8 stainless steel. Fasteners on the mechanical joint boot shall be corten steel.
20. All exterior recesses or pockets that can hold water, above or below ground, shall be sealed with approved material.
21. Top section shall be painted with one coat of primer and two coats of either Safety Red (19) or Pennsburg 9050 Setter Red Hydrant-Hide Paint.

G. Gate Valves.

Gate valves shall be Kennedy 157, Mueller C-2360, Clow F6100, or approved equal.

Gate valves shall meet the following construction requirements:

1. Elastomer seat with a bubble tight seal at a full differential of 200 psig tested from both directions. Each valve shall also be tested in the open position at 400 psig resulting in a full shell test. There shall be no leakage any of the valves joints or connections.
2. Bronze stem and nut, opening right.
3. 2-inch square operating nut, to be painted bright and shiny red.
4. Fasteners connecting valve bonnet to body shall be 18-8 stainless steel.
5. All mechanical joint accessory fasteners shall be corten steel.
6. Internal parts shall be accessible without removing the main body from the pressure line.
7. "O" ring seals above and below thrust collar.
8. All cast iron internal surfaces shall be coated with corrosion resistant coating, which shall be "holiday free".
9. Pipe way of valve shall have an internal diameter to accept ductile iron, sand-cast iron, and pit-cast iron pipe. Both sides will be so shaped, i.e. "cut-in" style.

H. Butterfly Valves.

Butterfly valves shall be Mueller B-3211, M & H 450, Pratt Groundhog, or approved equal.

Gate valves shall meet the following construction requirements:

1. Red operating nut, opening right.
2. Stainless steel valve body bolts.
3. Mechanical joint – both ends.

4. Glad bolts to be included, glands and gaskets for both ductile and cast iron pipe.

Installation of butterfly valves shall be on the north or east side of the water main.

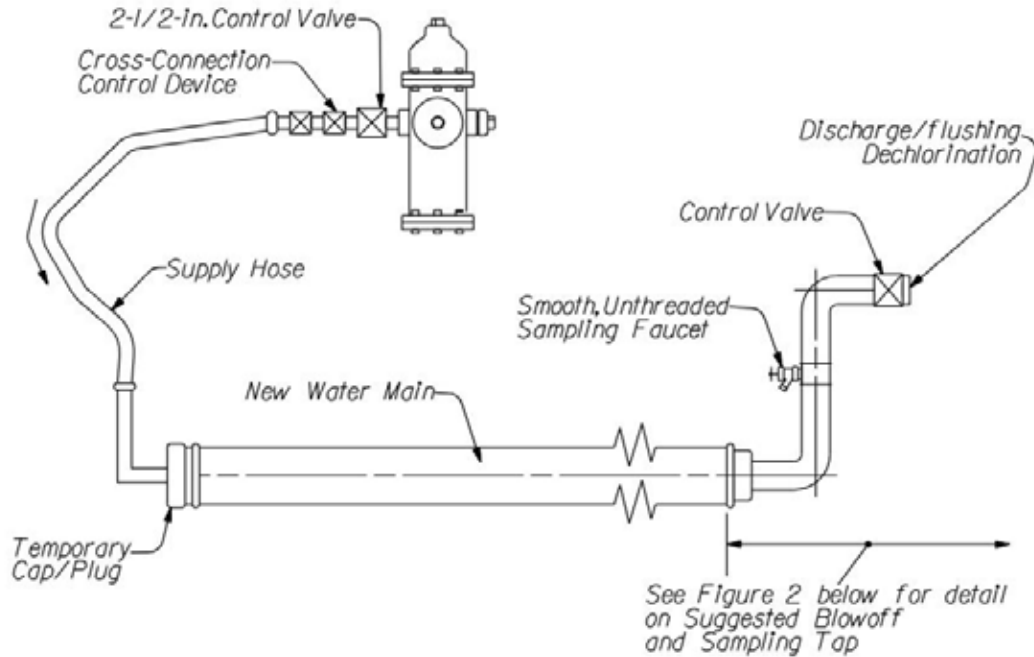
I. Valve Boxes.

Gate valve boxes shall be 6860 screw type, manufactured by Tyler or pre-approved equal. Butterfly valve boxes shall be 6850 screw type, manufactured by Tyler or pre-approved equal.

J. Valve Adaptors.

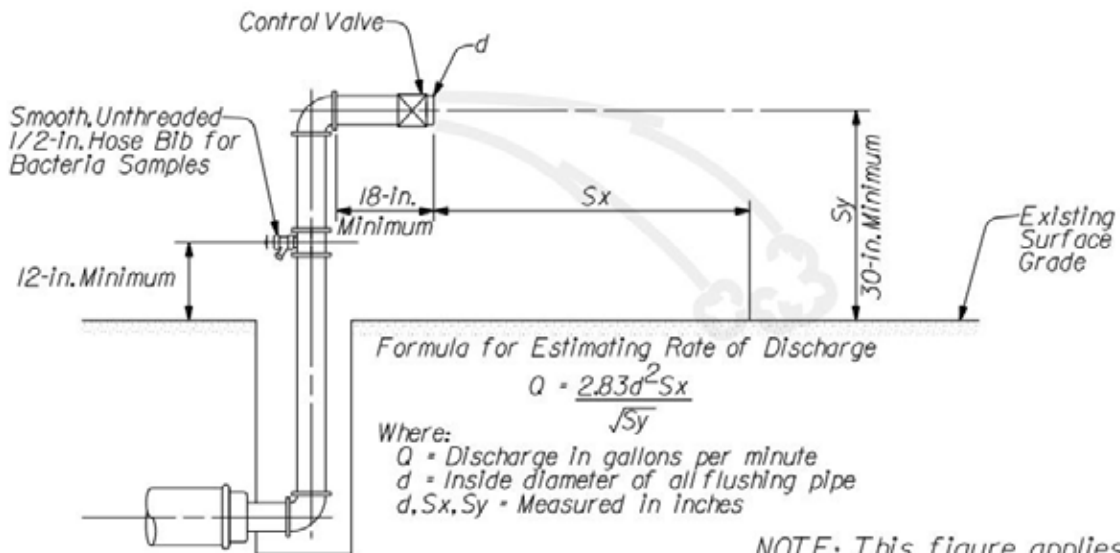
The approved gate valve adaptor is "6 Base Multi-Fit Adaptor", manufactured by Adaptor, Inc. or an approved equal. The approved butterfly valve adaptor is "Butterfly Valve Adaptor", manufactured by Adaptor, Inc. or an approved equal.

**FIGURE 1: TEMPORARY FLUSHING/
TESTING CONNECTION**



NOTE: Figure 1 applies to pipes with diameters 4 in. (100 mm) through 12 in. (300 mm). Larger sizes must be handled on a case-by-case basis.

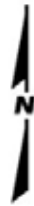
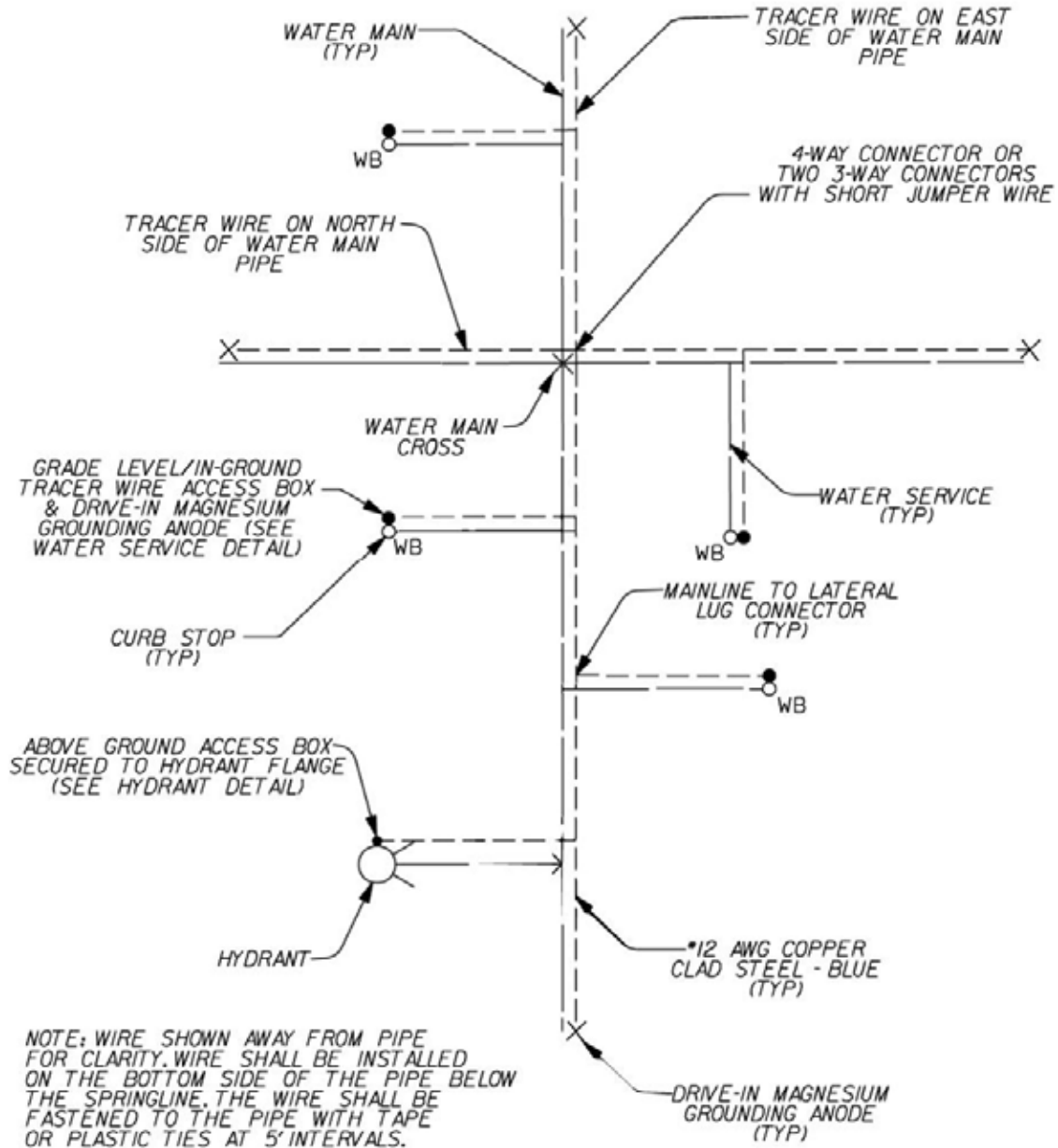
**FIGURE 2: SUGGESTED COMBINATION
BLOWOFF AND SAMPLING TAP**



NOTE: This figure applies to pipes up to and including 8-in. (200 mm) diameter.

4.W17

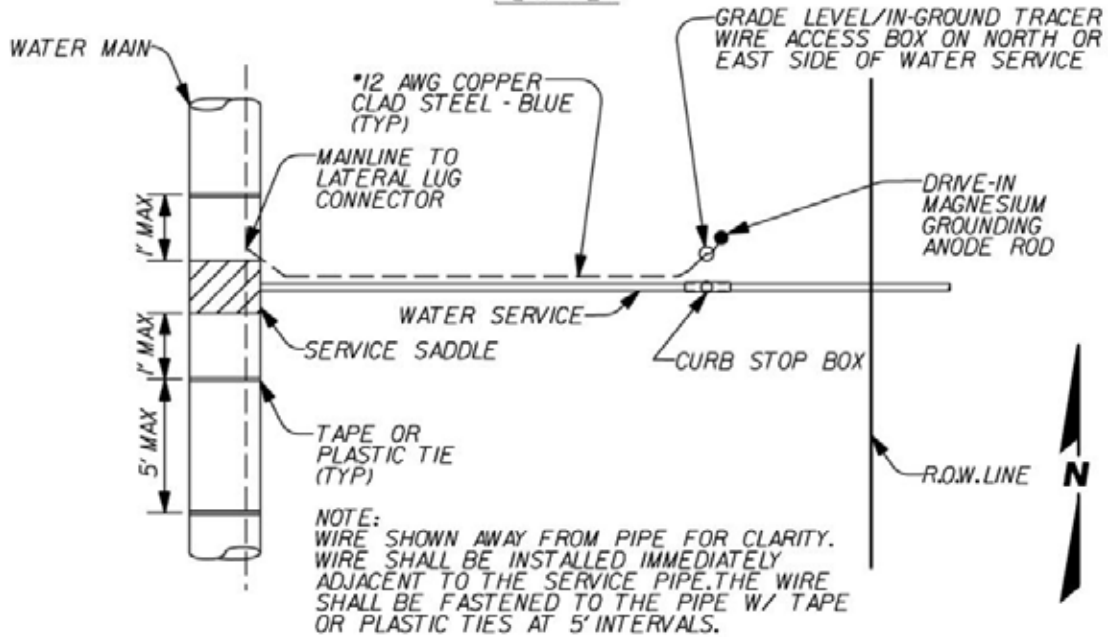
**WATER MAIN - TRACER WIRE DETAIL
(NOT TO SCALE)**



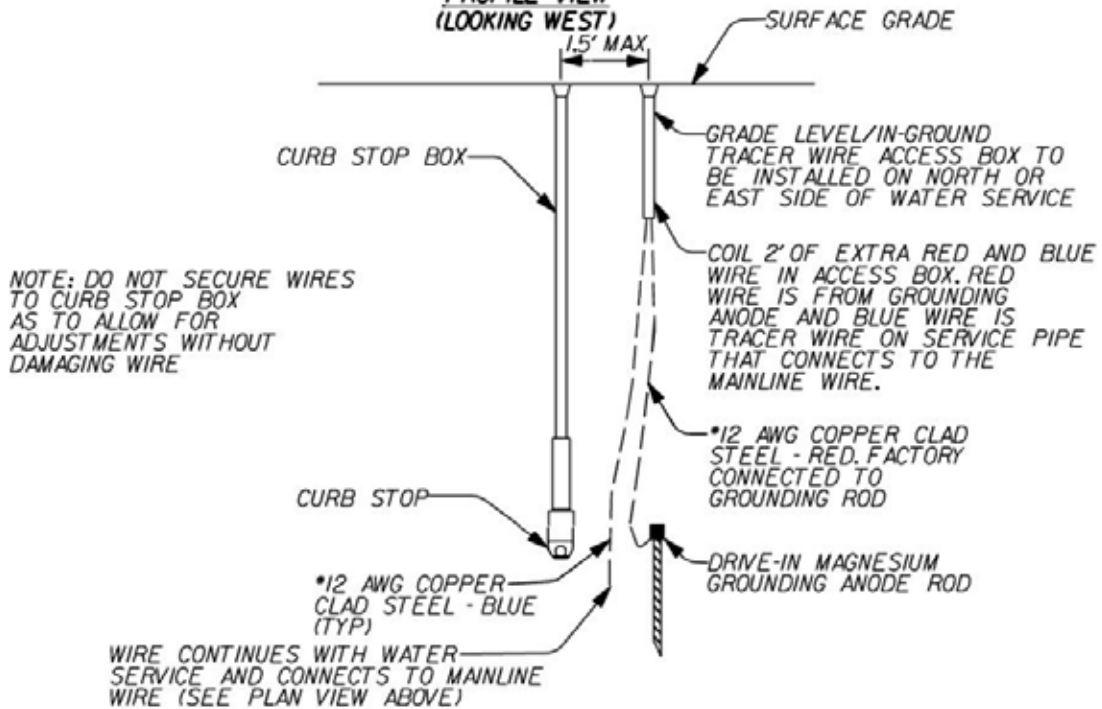
4.W14

**WATER SERVICE - TRACER WIRE DETAIL
(NOT TO SCALE)**

PLAN VIEW



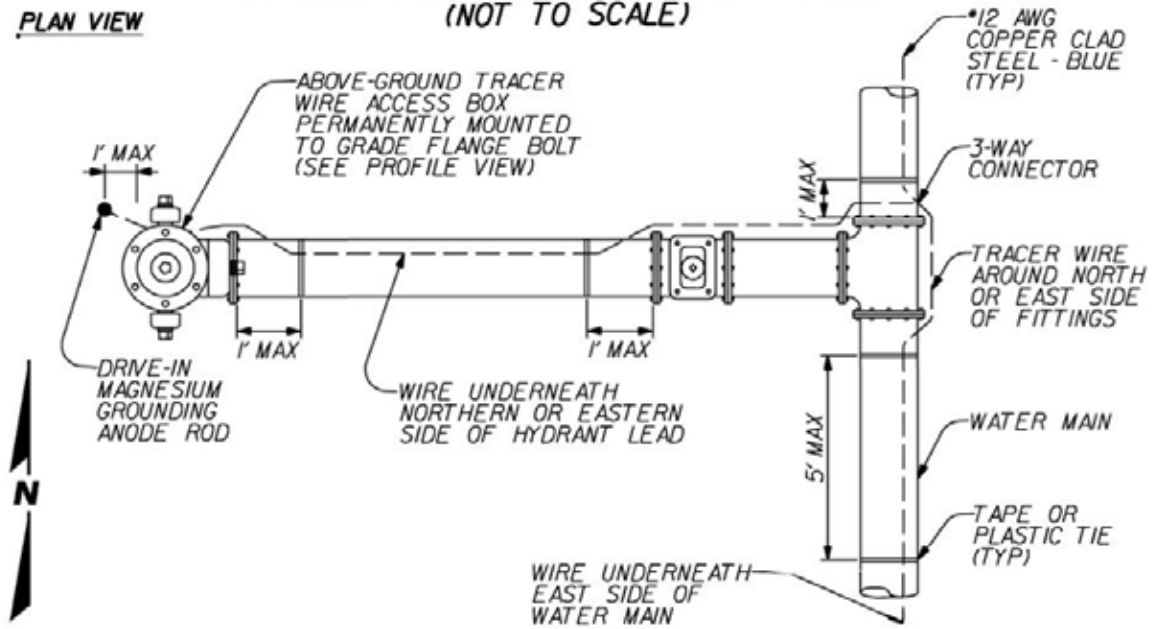
**PROFILE VIEW
(LOOKING WEST)**



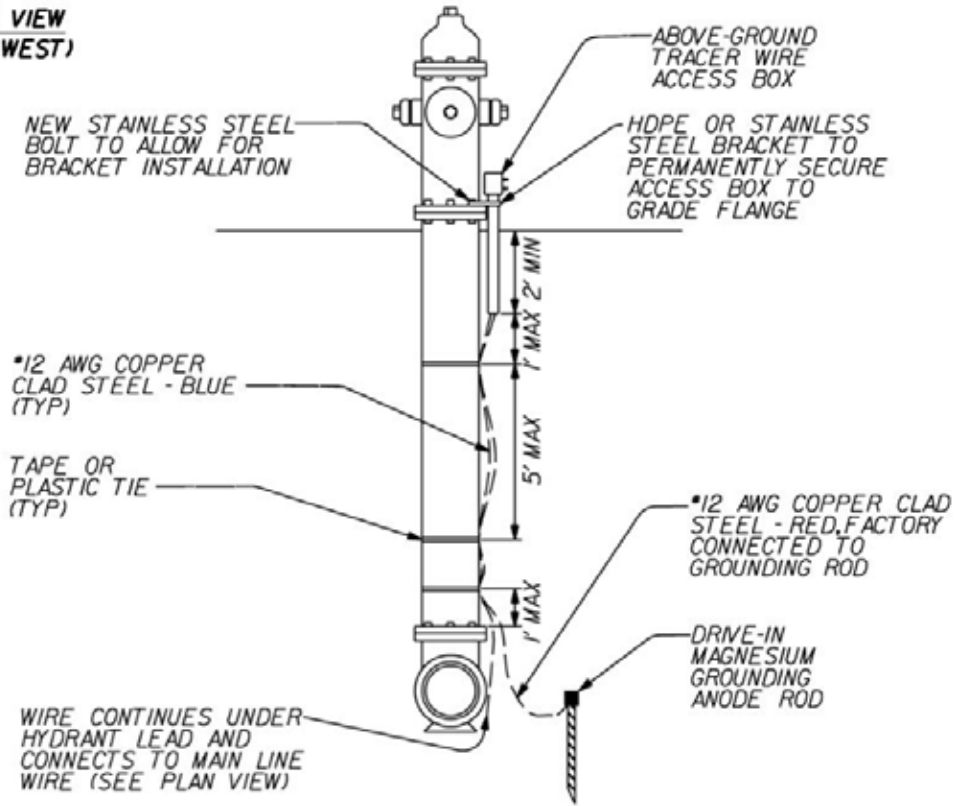
4.W15

**HYDRANT BRANCH - TRACER WIRE DETAIL
(NOT TO SCALE)**

PLAN VIEW



**PROFILE VIEW
(LOOKING WEST)**



4.W16

21. Street Lighting Systems for the City of West Allis.

Work under this contract will include the removal, modification and installation of street lighting systems owned and operated by the City of West Allis. Perform all work according to the plans, specifications and as hereinafter noted.

Existing Street Lighting Circuits – Warning – Electrocutation Hazard:

The City of West Allis has multiple street lighting circuits along and crossing W. Lincoln Avenue and W. National Avenue within the project area. Some of the existing street lighting circuits are high voltage series type circuits. By proposing to do the work the electrical subcontractor acknowledges that they are professionally knowledgeable of the hazards inherent in series street lighting and that they will train their staff as to the appropriate safety procedures for working around series wiring and other portions of the system.

The City of West Allis Electrical Division staff contact for purposes of this project shall be Don Molleson at (414) 302-8873 or (414) 239-4751 cell. Carefully read and consistently abide by the following coordination requirements in order to safely work within areas of existing series street lighting circuits:

- Schedule and attend an initial project meeting prior to any work taking place, electrical or otherwise. The City of West Allis will provide contact information for city staff, electrical system maps and other information as needed. Two weeks' notice in advance of this meeting is required.
- Coordinate with the city in advance of making any side street lighting circuit connections as shown on the plans. New conduit installed by bore shall be in place prior to disrupting any lighting circuits.
- Coordinate with the city in advance of removing any existing streetlights or pull boxes as shown on the plans. The intent is to maintain the existing street lighting in operation as long as possible. Some minor temporary connections and modifications to the existing street lighting system may be made by the City of West Allis if it is determined necessary. One-week notice in advance of removing any existing streetlights or pull boxes is required.
- Coordinate with the city in advance of removing any existing curb and gutter or sidewalk as shown on the plans. The existing electrical wiring is buried at a relatively shallow depth just behind the curb in most locations along W. Lincoln Avenue and W. National Avenue. The removal of the curb and gutter and sidewalk is likely to result in damage to the existing wiring and potentially exposure to high voltage wiring. The City of West Allis will de-energize any circuit which will be exposed by roadway removal work. One-week notice in advance of removing any existing curb and gutter or sidewalk is required.

Work Performed by Others:

The City of West Allis will perform the following tasks in coordination with the proposed street lighting work on the project.

- Inspect all wiring terminations prior to energizing the system.
- Install pole plaques after pole installation is complete.

Modifications to the Standard Specifications:

Append standard spec 651 with the following:

The department will allow inspection of street light installations by the City of West Allis.

Notwithstanding any other provision, poles, arms, and concrete bases shall be dimensioned and furnished to fit each other and to work together as one complete system.

Append standard spec 655.3.1(1) with the following:

Wet location splices disallowed.

22. Taped Cable Splices.

A Description

Splices shall be a taped splice as described below. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape are required.

B Materials

The rubber tape should meet the requirements of ASTM D 4388 and the plastic tape should comply with Mil Spec. MIL-I-24391 or Fed. Spec. A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits designed for the application.

C Construction

Connections of cable conductors shall be made using crimp connectors utilizing a crimping tool designed to make a complete crimp before the tool can be removed. All splices and terminations shall be made according to the manufacturer's recommendations and listings.

A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and the jacket allowing for bare conductor of proper length to fit compression sleeve connector with ¼ inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for the cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents. Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice, less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with the ends tapered a distance approximately 1 inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required. Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

D Measurement

Taped splices shall be incidental to the cable installation. This includes all materials, tools, and labor to make a complete and working splice.

E Payment

There is no payment to this item.

23. Removing Traffic Signals - W Lincoln Ave & W National Ave, Item 204.9060.S.01.

A Description

This special describes removing and salvaging of above and underground existing traffic signals at the intersections of W. Lincoln Ave. & W. National Ave. according to the pertinent provisions of standard spec 204 and as hereinafter provided. Removal of concrete bases and monotube bases are not included in this item. Specific removal items are noted in the plans.

B (Vacant)

C Construction

Notify Don Molleson, Electrical Superintendent, at the City of West Allis at (414) 239-4751 at least three working days prior to working on the existing traffic signals.

The City of West Allis assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-

working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Remove all standards and poles, including monotubes, per plan from their concrete bases and disassemble out of traffic. Remove transformer/pedestal bases from each pole. Remove the signal heads, mast arms, wiring/cabling, and traffic signal mounting hardware from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Signal mounting hardware and all conductors and wires shall be removed and properly disposed of off the right-of-way. Conduit shall be removed or abandoned in place. Conduit may be abandoned in place only if it does not interfere with new construction or present a risk of damage to newly constructed items.

Salvage monotube poles, monotube arms, and monotube luminaire arms from monotube assembly UT-9501 and UT-9513 for reuse on the project. Refer to special provision Reinstalling Salvaged Monotube Assembly, Item SPV.0060.25 for details.

Salvage signal heads, mast arms, standards, non-monotube poles, and transformer/pedestal bases for the City of West Allis. Stockpile salvageable materials at a location within the right-of-way, outside of the construction limits, for pickup by the City of West Allis DPW. Contact the DPW at 414-302-8888 to arrange pickup.

D Measurement

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

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Traffic Signals – W Lincoln Ave & W National Ave	EACH

Payment for removing traffic signals is full compensation for removing or abandoning signal equipment and components; for inspecting and disassembling signals; for salvaging and stockpiling materials; for arranging pickup of materials to be salvaged by the City of West Allis DPW; and for disposing of non-salvaged materials.

The department will pay separately for removing concrete bases; for removing monotube bases; for removing pull boxes; and for the detachment and disposal of lamp, ballast, LED, switch, or other lighting units.

24. Removing Lighting Units, Item 204.9060.S.02.

A Description

This special provision describes removing existing lighting units according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Under Removing Lighting Units bid item include the removal of luminaires, mast arms, light poles, and transformer bases.

Salvage mast arms, light poles, and transformer bases for the City of West Allis. Stockpile salvageable materials at a location within the right-of-way, outside of the construction limits, for pickup by the City of West Allis DPW. Contact the DPW at (414) 302-8888 to arrange pickup.

Abandon conduit and conductors located underground.

Properly dispose of luminaires as shown on the plans.

D Measurement

The department will pay for Removing Lighting Units by each lighting unit, acceptably completed.

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Lighting Units	EACH

Payment for removing lighting units is full compensation for removing or abandoning lighting equipment and components; for disassembling; for salvaging and stockpiling materials; for arranging pickup of materials to be salvaged by the City of West Allis DPW; and for disposing of non-salvaged materials.

The department will pay separately for removing concrete bases; and for the detachment and disposal of lamp, ballast, LED, switch, or other lighting units.

25. Removing Monotube Bases, Item 204.9060.S.03.

A Description

This special provision describes removing monotube bases conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Monotube Bases by each base, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.03	Removing Monotube Bases	EACH
stp-204-025 (20230113)		

26. Removing Concrete Steps, Item 204.9165.S.01.

A Description

This special provision describes removing concrete steps conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Concrete Steps in square feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9165.S	Removing Concrete Steps	SF
stp-204-025 (20230113)		

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

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility or landfill. The closest DNR approved bioremediation facilities are:

Waste Management Metro Landfill
10712 S. 124th St.
Franklin, WI 53051
(866) 909-4458

Green For Life (GFL) Emerald Park Landfill
W124S10629 South 124th Street
Muskego, WI 53132
(414) 529-1360

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

A.2 Notice to the Contractor – Contaminated Soil Locations

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following locations the plans show:

W. Lincoln Ave.

- Station 101+00 to 102+50, from reference line to 80 feet right of reference line, from 4 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 105 CY (approximately 179 tons using a conversion factor of 1.7 tons per cubic yard).

W. National Ave.

- Station 8+00 to 9+00, from 28 feet left of reference line to project limits left, from 4 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 39 CY (approximately 67 tons using a conversion factor of 1.7 tons per cubic yard).
- Station 8+00 to 9+00, from 28 feet left of reference line to 20 feet right of reference line, from 1 to 6 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 228 CY (approximately 388 tons using a conversion factor of 1.7 tons per cubic yard).
- Station 9+00 to 10+00, from 28 feet left of reference line to 20 feet right of reference line, from 1 to 12+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 377 CY (approximately 641 tons using a conversion factor of 1.7 tons per cubic yard).

Directly load soil excavated by the project at the above locations into trucks that will transport the soil to a WDNR-licensed bioremediation facility. If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do 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.

For further information regarding previous investigation and remediation activities at these sites contact:

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

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: 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

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. 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 soils designated by the environmental consultant for offsite bioremediation or landfilling to the DNR approved bioremediation facility or landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Before transport, sufficiently dewater soils designated for off-site bioremediation or landfilling so as not to contain free liquids.

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require testing, special handling, temporary storage, and disposal. Contaminated groundwater may be discharged to the sanitary sewer with prior approval from the City of West Allis and the Milwaukee Metropolitan Sewerage District.

Contractor shall ensure continuous dewatering and excavation safety at all times. Provide, install, operate, maintain adequate pumping equipment, disassemble, and remove pumping equipment.

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

Limit excavation in the location described in A.2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit 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.

D Measurement

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

E Payment

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils before transport, if necessary.

stp-205-003 (20230113)

28. Adjusting Manhole Covers, Item 611.8110.

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

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

Supplement standard spec 611.3.7 with the following:

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

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

stp-611-005 (20200629)

29. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

The steel plates shall become the property of the contractor when no longer needed in the contract work.
stp-611-006 (20151210)

30. Moving Signs Type II, Item 638.2102.

Append standard spec 638.3.2 to include the following:

- (5) Remove all signs to be salvaged and reused on the project prior to removing and salvaging light poles. Provide safe storage of signs during construction.
- (6) Provide new mounting hardware (bands), conforming to standard spec 637.2.4.2, for existing signs being moved to new sign poles, light poles or signal poles. New hardware is incidental to the Moving Signs Type II bid item.

31. Removing Signs Type II, Item 638.2602.

Perform this work according to standard spec 638 and as hereinafter provided.

Remove and stockpile all salvageable signs and posts at a location within the right-of-way, outside of the construction limits, for pickup by the City of West Allis DPW. Contact the DPW at (414) 302-8888 to arrange pickup.

32. Removing Pull Boxes, Item 653.0905.

Revise standard spec 653.3(4) to include the following:

Salvage pull box lids and rims for the City of West Allis. Stockpile salvageable materials at a location within the right-of-way, outside of the construction limits, for pickup by the City of West Allis DPW. Contact the DPW at (414) 302-8888 to arrange pickup.

Revise standard spec 653.5(5) to include the following:

Payment also includes salvaging materials, stockpiling, and arranging pickup of salvageable materials by the City of West Allis DPW.

33. 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.

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/cnslt-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/cnslt-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 for Lamp, Ballast, LED, Switch Disposal by Contractor 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)

34. Catch Basin Special, Item SPV.0060.01.

A Description

This special provision describes the construction of catch basins as shown on the plans.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Catch Basin Special as each individual Catch Basin Special, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Catch Basin Special	EACH

Payment is full compensation providing all materials, including all masonry, conduit and sewer connections, steps, and other fittings; for all excavation, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

35. Storm Sewer Reconnect, Item SPV.0060.02.

A Description

This special provision describes the construction of a Storm Sewer Reconnect.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the reconnection as specified in the plans.

The new reconnector pipe shall be SDR 35 PVC pipe meeting ASTM D3034 standards, for various pipe sizes as indicated on the plan.

C Construction

Use methods that conform with Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

The lateral locations designated in the plan are shown to the best of city records. The exact location of the laterals shall be determined as the existing services are exposed. Inspect the existing lateral at the

connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

A core into the new mainline storm sewer or structure will be required. Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing clay or concrete pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Storm Sewer Reconnect, for all sizes encountered, by each storm sewer reconnection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Storm Sewer Reconnect	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, coring, couplings, backfilling, disposal of surplus material, and for cleaning out and restoring the work site.

36. Round Steel Sign Post System, Item SPV.0060.03.

A Description

Work under this item includes furnishing and installing signposts and post anchors at the locations shown on the plans and according to the requirements of standard spec 634, the plans, and as hereinafter provided. All signposts shall be round tubular steel and installed as shown in the plans.

B Materials

Furnish a round steel post with 2-3/8" outer diameter to the length necessary for sign placement.

For signs placed in paved areas, provide a Tapco V-loc post anchor for new concrete (Tapco item #034-00012), and a set of two compatible sign mounting brackets that fits a 2-3/8" post for the signs being installed.

For signs placed in non-paved areas, provide a Tapco V-loc post anchor (Tapco item #034-00003), and a set of two compatible mounting buckets that fits a 2-3/8" post for the signs being installed.

C (Vacant)

D Measurement

The department will measure Round Steel Sign Post System as each Round Steel Sign Post System, 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.0060.03	Round Steel Sign Post System	EACH

Payment is full compensation for providing all materials including post, anchor, mounting brackets, and all related hardware; for installing the anchors and adapters; for placing the posts; treating cut post ends; and for removing and disposing of surplus material.

**37. Water Service Reconnect, 6-Inch, Item SPV.0060.06;
Water Service Reconnect, 8-Inch, Item SPV.0060.07.**

A Description

This special provision describes the 6-Inch and 8-Inch water service reconnection.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valve, valve box, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Install 6" or 8" valve, valve box, fittings, and water pipe as specified on the plan.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

The locations designated in the plan are to the best of city records. Determine the exact location of the existing service as it is exposed.

D Measurement

The department will measure Water Service Reconnects by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Water Service Reconnect, 6-Inch	EACH
SPV.0060.07	Water Service Reconnect, 8-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill, piping, valves, and curb boxes.

38. Hydrant, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing Hydrants at locations identified in the plans.

B Materials

See "City of West Allis Water Appendix". Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans. Non-metallic leads shall, at a minimum, conform to AWWA C-900 DR 14. Hydrant lead lengths vary in length, see plans.

Supply the hydrant, 6" valve and valve box. Hydrants shall be Kennedy Guardian, Mueller Centurian A-423, Clow Medallion or approved equal. Approved equals shall meet the requirements listed in the addendum. 6" Valves shall be Kennedy 157, Mueller C-2360, Clow F6111 or approved equal. Approved equals shall meet the requirements listed in the addendum. Gate valve boxes shall be 6860 screw type, manufactured by Tyler or pre-approved equal. The approved gate valve adaptor is "6 Base Multi-Fit Adaptor", manufactured by Adaptor, Inc. or an approved equal.

All hydrants 1997 or newer shall remain the property of the City of West Allis. The water department will pick these hydrants up.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Install hydrant, 6" valve, valve box and water main pipe required to connect to the main, as specified on the plan. The standard placement of the hydrant is either 3' or 4' behind the proposed face of curb. The existing hydrant shall be removed after the new hydrant is in service.

Install hydrants with the steamer nozzle section perpendicular to the street where practical. The cost of modifying the hydrants shall be included in the unit price bid for installing hydrants. Install the hydrant so that the center of the lowest nozzle, the steamer nozzle, is a minimum of 18" from the plan grade (top of curb grade) and no greater than 24" from the plan grade. In addition, the flange of the hydrant should not be below grade. Tighten nuts and bolts on all valves and hydrants.

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum. Install at locations designated on the plan sheets.

D Measurement

The department will measure Hydrant by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Hydrant	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill, and hydrant leads; for modifying hydrants to the proposed grade; and for removing and salvaging existing hydrants for the City of West Allis.

**39. Water Main Valve, 8-Inch, Item SPV.0060.09;
Water Main Valve, 12-Inch, Item SPV.0060.10.**

A Description

This special provision describes Water Main Valves, 8-Inch and 12-Inch.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Supply the 8-Inch or 12-Inch valve and valve box. Valves shall be Kennedy 157, Mueller C-2360, Clow F6111 or approved equal. Approved equals shall meet the requirements listed in the addendum. Valve Boxes shall be manufactured by Tyler.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Install 8-Inch or 12-Inch valve and valve box as designated on plans.

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Water Main Valves, 8-Inch and 12-Inch by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Water Main Valve, 8-Inch	EACH
SPV.0060.10	Water Main Valve, 12-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

- 40. **Water Main Connection, 8-Inch, Item SPV.0060.11;**
Water Main Connection, 8-Inch Straight, Item SPV.0060.12;
Water Main Connection, 12-Inch, Item SPV.0060.13;
Water Main Connection, 12-Inch Straight, Item SPV.0060.14;
Water Main Connection, 97th, Item SPV.0060.15.

A Description

This special provision describes the installation of the Water Main Connections, 8-Inch, 12-Inch, and 97th.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans. Water main lengths vary in length and size, see plans.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Consolidate by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

Install at locations designated in the plan.

D Measurement

The department will measure each Water Main Connection by each unit acceptably completed. The linear footage of Water Main may vary by up to 6 linear feet.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Water Main Connection, 8-Inch	EACH
SPV.0060.12	Water Main Connection, 8-Inch Straight	EACH
SPV.0060.13	Water Main Connection, 12-Inch	EACH
SPV.0060.14	Water Main Connection, 12-Inch Straight	EACH
SPV.0060.15	Water Main Connection, 97th	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

- 41. **Air Release Assembly, 1.5-Inch, SPV.0060.16.**

A Description

This special provision describes the installation of an Air Release Assembly, 1.5-Inch.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of the City of West Allis Addendum, and as supplemented as follows:

Furnish copper water service pipe, curb stop, curb box, fittings, pipe bedding material and backfill as specified in plans.

C Construction

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of the City of West Allis Addendum.

Install at locations designated in the plan.

D Measurement

The department will measure the Air Release Assembly, 1.5-Inch by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Air Release Assembly, 1.5-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

The price bid for Air Release Assembly, 1.5-Inch shall include supplying the copper service pipe and the cost of installation and any incidentals required to complete the installation of the air release assembly as shown on the plan.

42. Adjust Water Valve Box, Item SPV.0060.17.

A Description

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

B (Vacant)

C Construction

Adjust water valve boxes up and down as required by contractor operations. Set the finished valve box in a plumb, vertical position flush with the pavement or terrace, whichever applies.

Upon completion of the paving, the City of West Allis Water Department will inspect all water facilities to ensure the water boxes are clean, properly aligned, accessible, and functional. If the city determines the valve is inoperable due to displacement of faulty adjusting or lack of protection, the contractor will be required to perform all work necessary to correct the condition and make the valve operational at his own expense and with five days of notification by the city.

D Measurement

The department will measure Adjust Water Valve Boxes as each unit, acceptably completed, regardless of the number and amount of adjustments made to the valve box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Adjust Water Valve Boxes	EACH

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

43. Sanitary Manhole Abandonment, SPV.0060.18.

A Description

This special provision describes Sanitary Manhole Abandonment.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Sanitary Manhole Abandonment by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Sanitary Manhole Abandonment	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, and backfill.

44. Internal Sanitary Manhole Seal, Item SPV.0060.19.

A Description

This special provision describes furnishing and installing Internal Sanitary Manhole Seals.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Supply internal sanitary manhole seals manufactured by Cretex with the following specs:

- Cretex 26" LSS 0-6 Internal Chimney Seal Part No. 092845; or
- Cretex 26" LSS 6-12 Internal Chimney Seal Part No. 092855; or
- Cretex 26" LSS 12-18 Internal Chimney Seal Part No. 092865; or
- Cretex 26" LSS 18-24 Internal Chimney Seal Part No. 092834; or
- Pre-approved equal

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

Install seals in all sanitary manholes upon completion of the pavement.

D Measurement

The department will measure Internal Sanitary Manhole Seal by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Internal Sanitary Manhole Seal	EACH

Payment is full compensation for furnishing and installing all materials necessary to complete the contract work.

45. Sanitary Manhole Frame with Solid Gasketed Lid, Item SPV.0060.20.

A Description

This special provision describes furnishing and installing a Sanitary Manhole Frame with Solid Gasketed Lid. New frames shall be supplied by the contractor for all manholes that require rebuilding.

B Materials

Supply Neenah Type R-1661-2001 (Heavy Duty Frame) with Neenah Type R-1661-0010 (Heavy Duty Solid Gasketed Lid), East Jordan Type 1641Z (Frame) with East Jordan Type 1640AGS (Cover) or approved equal.

Note: the lids are a special order item. If a shallow frame is needed use Neenah Type R-1661-2003 or approved equal.

C Construction

Remove and salvage existing manhole frames and lids as shown on the plans. Stockpile salvageable materials at a location within the right-of-way, outside of the construction limits, for pickup by the City of West Allis DPW. Contact the DPW at (414) 302-8888 to arrange pickup.

Install manhole frames and gasketed lids as shown on the plans.

D Measurement

The department will measure Sanitary Manhole Frame with Solid Gasketed Lid by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Sanitary Manhole Frame with Solid Gasketed Lid	EACH

Payment is full compensation for installing and furnishing all materials; for sawing, excavating and disposal of surplus material; for salvaging manhole frames and lids; and for stockpiling and arranging pickup of salvageable materials by the City of West Allis DPW.

46. Adjust Sanitary Manhole Frame, Item SPV.0060.21.

A Description

Work under this item includes the adjustment of existing sanitary manhole frames to match the proposed finish grade. This work shall be performed according to the requirements of standard spec 611 except as herein modified.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Supply new frames for all manholes that require adjustment. Supply Neenah Type R-1661-2001 (Heavy Duty Frame) with Neenah Type 1661-0010 (Heavy Duty Solid Gasketed Lid), East Jordan Type 1641Z (Frame) with East Jordan Type 1640AGS (Cover) or approved equal.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

Remove the existing sanitary manhole frame, adjust the top of the existing masonry structure, and install the frame.

The existing manhole frames and lids shall be salvaged for the City of West Allis. Stockpile salvageable materials at a location within the right-of-way, outside of the construction limits, for pickup by the City of West Allis DPW. Contact the DPW at (414) 302-8888 to arrange pickup.

Surface Requirements.

Set the frames and lids accurately, so the complete installation is at the correct elevation required to fit the adjoining surfaces. The frames shall be set in pavement areas so that they comply with the following surface requirements. Place a 6-foot straightedge over the centerline of each frame parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the two measurements. If this average is greater than 5/8 inch, reset the frame to the correct plane and elevation. If this average is 5/8 inch or less but greater than 3/8 inch, the city will allow the frame to remain in place but shall pay only 50 percent of the contract unit price for adjusting sanitary manhole frames. If the frame is higher than the adjacent pavement, then make the two measurements at each end of the straightedge and average them.

Repudiation of Past Practice.

Observations of manhole structures of various ages have disclosed numerous cases where the covers have settled below the adjacent pavement, and investigation has revealed the materials used to support and adjust the cover have deteriorated to the extent that such materials could either be removed by hand or had already fallen into the structure. Such conditions are the result, at least in part, of the improper methods used in setting or adjusting the covers when they were installed. In the past, covers were often temporarily supported on a variety of shims or wedges while the adjacent concrete was being placed. Later, a cosmetic layer of mortar was applied from the inside of the structure with little, if any, mortar getting under the flange of the frame. This practice of adjusting the masonry structure to near the final grade, supporting the covers on small wedges while placing the adjacent concrete, then later attempting to force mortar under the flange, has proven unsatisfactory and will not be permitted.

The practice of boxing out covers and then placing adjacent concrete promotes random cracking and will not be permitted. The following construction practices will be required:

Whenever possible, the covers should be adjusted and set to grade on a full bed of mortar in advance of the paving operation (except on asphalt pavement and asphalt resurfacing projects where the manhole frames shall only be adjusted after the lower layer of hot mix asphalt pavement is completed).

In the case of a manhole cover in the pavement (slip-form operation), or any other case where the fixture cannot be set prior to the placement of the adjacent concrete, the structure should be covered with a temporary cover such as a steel plate, the location carefully noted, and the concrete placed over the structure. When the paving operation has passed, the concrete over the structure can be shoveled out, the plate removed, and the cover placed and supported on the masonry structure in such a way that an opening exists between the top of the masonry structure and the bottom of the frame flange. The subgrade around the structure should be sloped down to the top of the masonry structure on about a two-to-one slope to allow concrete to flow into the opening under the flange. A form must be placed inside the structure to retain the concrete. As the concrete is placed adjacent to the cover, it should be carefully spaded and vibrated to force it under the flange. All remaining voids are to be pressure grouted with no shrink grout before opening the highway to traffic. Curing usually is not required for brick or concrete block masonry; however, the curing requirements are necessary when the manhole or inlet is constructed with concrete masonry.

An inspection will be made of the interior of all sanitary manholes before final acceptance. The contractor should fill any voids between the flange and the top of the structure. Prior to final inspection and acceptance, all new, reconstructed or existing sanitary manholes are to be cleaned by the general contractor of debris that has accumulated as a result of work operations under the contract.

This special provision supersedes Chapter 2.2.12: "Adjusting Utility Frames" of the Standard Specifications for Street Construction.

To prevent debris from entering the sanitary sewers, install approved protection barriers prior to any grading operation. These barriers will be removed by the contractor when frame adjustment is complete. There will be no additional compensation for the barriers.

D Measurement

The department will measure Adjust Sanitary Manhole Frame as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Adjust Sanitary Manhole Frame	EACH

Payment is full compensation for adjusting the frame including removal and adjusting rings; for salvaging manhole frames and lids; and for stockpiling and arranging pickup of salvageable materials by the City of West Allis DPW.

47. APS Push Button System, 10 Buttons, W Lincoln Ave & W National Ave, Item SPV.0060.22.

A Description

This item shall consist of vandal resistant Accessible Pedestrian Signal and push button assembly that provides a vibro-tactile ADA and MUTCD compliant 2" push button with a raised directional arrow. All sounds are emitted from inside the unit via a weatherproof speaker. The unit shall use 2 wires and interface with a single control unit located in the traffic control cabinet.

B Material

Supply a system of ten Polara Navigator iNS2 9x15 Blk/Blk APS Pushbutton Station 2-Wire w/R10-3e Sign, a Polara iNS Navigator 2 Wire Control Unit iCCU Self Model with BIU Capability, and any Cabinet Calbe Package with CABLE-A CABLE-C and iNS-ICD, or approved equal.

Furnish pedestrian push buttons conforming to all of the following requirements:

Audible Pedestrian Signal Push Button

1. Sunlight visible "Red LED" lights when the button is pushed and remains on until the walk phase goes into effect.
2. Audible "Tick" sound is heard each time the button is pushed, as well as tactile feedback given.
3. Extended push button can increase volumes, and/or mute all sounds except those on actuated crosswalk.
4. All audible sounds automatically adjust in volume in relation to ambient noise level. Audible volume level over ambient noise shall be adjustable up to 10 dB.
5. Audio Amplifier Power Output: 15 W, 8 ohm, weatherproof.
6. Provide separate volume controls for locator tone, walk message, Clearance and extended button volumes.
7. Volume Control Automatic Adjustment Range: 35 dB max.
8. Microphone For Ambient Noise approximate frequency range: 170 Hz to 2.3 kHz.
9. Options programmable from computer: Walk Sound, Walk Message, Rest In Walk, Location Message, Extended Push Activation and Locating Tone.
10. Audible Locating Tone: All tones shall meet MUTCD requirements.
11. Option standard locating tone, custom sound or verbal count down during PED Clearance and multiple voice message languages. Provide custom walk message, direction of travel and/or emergency vehicle warning message.
12. All sounds are synchronized. Sound alternate in front of the pedestrian and behind the pedestrian during the walking and/or ped clearance phase ("Ping Pong" feature).
13. Temperature Range: -40 degrees F to 165 degrees F.
14. Wind sensor to prevent runaway volume during windy conditions.
15. System can self-test and fault report to a remote site for real-time monitoring and system maintenance. Conflict Detect: WALK indication is ignored in the event of a WALK/DON'T WALK conflict.
16. Pedestrian Push Button Interface accepts 12 to 48 AC/DC. Capable of global configuration changes and/or single unit changes.
17. Frame: cast aluminum, powder coated yellow.
18. Face Plate: aluminum, powder coated, painted black background.

19. Arrow Push Button: aluminum, powder coated. Direction of arrow can adjust to one of four directions.
20. Push Button: ADA compliant, cast aluminum, nickel plated, powder coated. Vibrator Power shall be 15 VDC pulsed. Operates during walk interval only. Speaker: 8 ohm, 15 W MAX, weather proof.
21. Units shall be programmable from a standard Windows 7 laptop through the pedestrian control unit. If software is required for the programming of the units it shall be incidental to the contract.

Pedestrian Control Unit.

The control unit is the power supply and signaling interface between the existing intersection traffic controller and the pedestrian push button unit. The pedestrian control unit shall control up to 16 push button units and 4 pedestrian phases. The pedestrian control unit shall be housed inside the existing traffic controller cabinet and powered by the AC supply mains (115 VAC). Any cable or equipment between the control unit and the pedestrian button field wiring shall be considered incidental to the contract.

1. Pedestrian Walk/Don't Walk Inputs; Optically Isolated 80 – 150 Volts AC/DC 5mA Maximum.
2. General Purpose Outputs and Pedestrian Outputs; Optically Isolated 36 Volts AC/DC Peak, .3A Solid State Fused Contact Closure.
3. Fault Output; Normally Open and Closed Relay Contacts 125 Volts AC/DC 1A Maximum.
4. 4 Phase Pedestrian Push Button Power Output; Nominal 22 Volts DC, Short Circuit Protected – Auto Recovering.
5. General Purpose Inputs; 10 – 36 Volts AC/DC Peak 10mA Maximum, Optically Isolated.
6. Pedestrian control unit shall have an Ethernet port and shall be IP addressable for communications to programming computer.

C (Vacant)

D Measurement

The owner will measure APS Push Button System (Location) as a single lump sum unit of work at the intersection, acceptably completed.

E Payment

APS Push Button System will be paid for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	APS Push Button System, 10 Buttons, W Lincoln Ave & W National Ave	EACH

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

48. Salvage and Reinstall EVP System, W Lincoln Ave & W National Ave, Item SPV.0060.23.

A Description

This special provision describes removing existing EVP equipment from the existing signal to the new permanent traffic signal as shown in the plans.

B Materials

Transfer the city-owned equipment from the existing or temporary traffic signal to the new permanent traffic signal installation.

C Construction

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

Reinstall the EVP equipment as shown in the permanent traffic signal plans or as directed by the engineer. Program the EVP operation according to the permanent traffic signal plans and timings. All

equipment shall be complete in place, tested, and in full operation prior to the final permanent traffic signal turn-on.

1. The Emergency Vehicle Preemption System shall include salvaging and reinstalling the discriminators, detectors and confirmation lights. The discriminator shall be mounted in a card rack included as part of the signal cabinet. Furnish new hardware for mounting detectors as required.
2. Furnish and install new wiring for power of confirmation lights.
3. Detectors shall be mounted on the monotube or luminaire arms as shown on the Plans.
4. The traffic signal arms and poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the engineer.
5. In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation.
6. Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom.
7. Furnish and install new detector cable to create a complete and functional system. There shall be NO detector cable splices from the detector assembly to the controller terminations.
8. The EVP detector cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. The contractor will perform all terminations inside the cabinet.
9. The EVP as specified and shown in the Plans shall be complete in place, tested, and in full operation.

D Measurement

The department will measure Salvage and Reinstall EVP System, W Lincoln Ave & W National Ave, removed, reinstalled and completely operational, as each individual unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Salvage and Reinstall EVP System, W Lincoln Ave & W National Ave	EACH

Payment is full compensation for removing and reinstalling all required equipment, materials, and supplies; for installing the detectors to match the plans; for programming and testing the EVP system; for cleaning up and properly disposing of waste.

49. Vehicle Video Detection System, W Lincoln Ave & W National Ave (4 Camera), SPV.0060.24.

A Description

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using a multi-sensor detection system.

The multi-sensor system shall utilize two different sensors of different technologies, video imaging and radar, to detect and track licensed and unlicensed vehicles at distances over 500 feet (152 meters). The sensor system shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for simultaneous stop bar presence detection, advanced detection, and special or advanced applications.

System Hardware

The multi-sensor detection system (MSDS) shall consist of up to four hybrid video camera/radar sensors, up to two detection processors (DP) capable of processing from one to two sensors each, one Central Control Unit (CCU), (either 19" rack or shelf-mount form factor), input/output extension modules, video surge suppressors, HDMI monitor and a pointing device, or any combination thereof.

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

System Software

The system shall include software that discriminately detects the presence of individual vehicles and bicycles in a single or multiple lanes using only the video image. Detection zones shall be defined using only an embedded software application. A monitor a keyboard and a pointing device are used to place the zones on a video image. A minimum of 32 video detection zones and 16 radar detection zones plus 5 trip lines per sensor shall be available.

A separate computer shall not be required to program the detection zones. In addition to creating vehicle and bicycle zones, the system shall automatically define a pedestrian crossing area in front of the stop bar zones. The system shall provide a tracking mechanism that counts pedestrian volume moving within this crossing area, and also determine the average, maximum, and minimum speed of pedestrians moving within this crossing zone. The system shall also provide discrete outputs when pedestrians are in the crosswalk during normal crossing phases (one for each direction of travel) and when a red phase input has been detected. The system shall also provide a visual indication on the video image that a pedestrian is in the crosswalk.

The MSDS shall be made in the U.S.A. in compliance with FTA "Buy America" regulations.

B Materials

Supply Iteris Vantage Next Platform, Iteris Vantage Vector with Vantage Next Sensors, and Orion 9REDP LED Monitor, or approved equal.

B.1 System Hardware

B.1.1 MSDS Hardware

Detection Processor (DP) System Interfaces

The DP shall be a single-rack detector card width, and provide provision for up to two sensors per DP. It may be possible for the DPs to be embedded in the CCU to provide a single cabinet interface. The following interfaces shall be provided on each video detection processor:

Video Input

Each DP will be supplied with video from the MSDS Sensor via Ethernet cables plugged into the front of the Central Control Unit. The interface connectors shall be RJ-45 type.

Video Lock LED

A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.

Contact Closure Output

Open collector (contact closure) outputs shall be provided. Four (4) open collector outputs shall be provided for the Detection Processor rack-mount configuration. Additionally, the MSDS shall allow the use of extension modules to provide up to 32 open collector contact closures per sensor input. Each open collector output shall be capable of sinking 30mA at 24VDC. Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions. The DP outputs shall be compatible with industry standard detector racks assignments.

Logic Inputs

Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module. For DPs and extension modules, 4 inputs shall be supported via detector rack interface. The I/O module shall accommodate eight (8) inputs through a 15-pin "D" connector.

Detection LEDs

Detection status LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four (4) LEDs. Rack-mounted extension modules shall have two (2), four (4) or eight (8) LEDs (depending upon extension module type) to indicate detection.

Where the DP's are integrated into the CCU the detection LEDs shall be displayed virtually on the setup tool.

Test Switches

The front panel of the DP shall have detector test switches to allow the user to manually place vehicle and bicycle calls on each DP output channel. The test switch shall be able to place a momentary call.

Where the DP's are integrated into the CCU the detector test switched shall be activated virtually through the setup tool.

Both the DP and EM shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the DP or EM in a standard detector rack and no rack rewiring shall not be required.

DP printed circuit boards (PCBs) shall be conformally coated according to Caltrans and NEMA specifications.

On-board Memory

The DP shall utilize non-volatile memory technology to store on-board firmware and operational data.

Firmware Upgrade

The CCU shall enable the loading of modified or enhanced software through either the Ethernet or front-panel USB port (using a USB thumb drive) and without removing or modifying the CCU hardware. The upgrade will affect both the CCU and DP hardware when connected into a single system.

DP and EM Power

The DP and EM shall be powered by 12 or 24 volts DC. DP and EM modules shall automatically compensate for either 12 or 24 VDC operation. DP power consumption shall not exceed 7.5 watts. The EM power consumption shall not exceed 3 watts.

Operating Temperature

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

B.1.2 MSDS CCU

The MSDS Central Control Unit (CCU) shall be supplied by the MSDS manufacturer.

Hardware

The CCU shall be supplied in three separate form factors. Users may choose one form factor for use within their controller cabinet system:

1. Standard One (1) Rack Unit (1U) 19" rack format. There shall be brackets to allow the CCU to be mounted under shelves where a 19" frame is not available.
2. Shelf-Mount format; TS1 version. The CCU shall be able to stand up on available shelf-space within the cabinet. All connections shall be made from the front of the CCU, including connections to separate DPs located within the cabinet.
3. Shelf-Mount format; TS2 version. The CCU shall be able to stand up on available shelf-space within the cabinet. All connections shall be made from the front of the CCU, and no external DPs will be required.

CCU Power

The 19" Rack-mount CCU shall be powered from an 110V or 230V, 50Hz or 60Hz supply. CCU power consumption shall not exceed 20 Watts.

The shelf-mount format CCU shall be powered from a 48V DC power supply. CCU power consumption shall not exceed 150 Watts.

Operating Temperature

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

On-board Memory

The CCU shall utilize non-volatile memory technology to store on-board firmware and operational data.

Video Surge Suppression

The CCU shall incorporate surge suppression for each sensor input. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum.

Power Surge Suppression

The CCU shall incorporate power surge suppression both on the input power and on the power supplied to the sensors. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum.

Power Management

The CCU shall incorporate power management for the various parts of the MSDS such that if fault conditions are detected the power supply will safely shut down the power to that peripheral.

Interfaces

Extension Modules

Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide additional open collector outputs. The EM shall be available in both 2- and 4-channel configurations. EM configurations shall be programmable from the CCU. A separate I/O module shall also be available having 32 outputs through a 37-pin "D" connector on the front panel and 8 inputs through a 15-pin "D" connector using an external wire harness for expanded flexibility.

The CCU shall provide four ports for connection to sensors. The sensors may be any combination of MSDS Sensor or VDS Camera Sensor. The connector shall be an RJ-45 type.

The CCU shall provide four ports for connection to DPs. The connector shall be an RJ-45 type. These connectors will not be required for the Shelf-Mount TS2 version CCU.

The CCU shall provide 2 USB 'A' ports on the front panel of the rack mount CCU unit. These ports can be utilized for various functions. For example, keyboard and mouse functions during system configuration, USB storage devices can be utilized for bin data and video collection. The USB ports shall not require special mouse software drivers. The USB ports shall be used as part of system setup and configuration.

The CCU shall provide an output to a monitor. The port shall be HDMI. The native resolution of the monitor port shall be 1024 x 768.

Communications

An Ethernet communications port shall be provided on the front panel. The Ethernet port shall be compliant with IEEE 802.3 and shall use a RJ-45 type connector mounted on the front panel of the CCU. The Ethernet communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. Each MSDS shall have the capability to be IP addressable. The DP shall support data rates of up to 100Mbps.

The CCU shall provide an SDLC connection to the Traffic Controller. The connector shall be a 'D-15' type, in compliance with NEMA TS-2 specifications.

The CCU shall provide an indicator when the SDLC port is active.

The CCU shall provide an indicator when the unit has power.

The CCU shall provide an indicator when the unit is on line.

The CCU shall provide a Wi-Fi connection. The connection shall be over a standard 2.4GHz connection. The Wi-Fi connection shall be enabled and disabled by a switch on the CCU. The CCU shall provide an indicator when the Wi-Fi connection is active.

The CCU shall provide a connection for a removable antenna. The antenna connection shall be a SMA Male type.

The CCU shall provide system status via an on-board Organic Light Emitting Diode display. The display shall indicate various system parameters, such as sensor health and DP health, firmware version and sensor air temperature. The display will be enabled with a switch on the CCU. The display will automatically disable 15 minutes after the button is pressed.

B.1.3 MSDS Sensor

The MSDS sensor shall be supplied by the MSDS manufacturer and consist of two components; a camera sensor and a radar sensor.

The MSDS sensor shall utilize a single shielded CAT5E or CAT6 cable for power, communications and video. Cable termination at the camera shall not require crimping or special tools. The cable termination shall only require a standard wire stripper and a screw driver. No connectors (e.g. BNC) shall be allowed.

An optional RJ45 direct connector shall be made available if a user chooses to connect the sensor cable with RJ45 connections at the sensor.

Camera Sensor

The camera sensor shall allow the user to set the focus and field of view of the camera imager via the MSDS software. Sensor control from the controller cabinet shall communicate over a single Cat-5e or CAT6 cable. No additional wires shall be required.

The camera imager shall produce a useable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.003 lux to 10,000 lux.

The camera imager electronics shall include automatic gain control (AGC) to produce a satisfactory image at night for the MSDS algorithms.

The camera imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.

The camera imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.

The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

The camera imager shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.

The camera imager shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.

The camera imager shall utilize automatic white balance.

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

The horizontal field of view shall be adjustable from 4.5 to 48 degrees. The sensor camera lens shall be a 12x zoom lens with a focal length of 3.5mm to 35mm. The sensor lens should yield a rectilinear image.

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

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

The camera imager shall be housed in a weather-tight sealed enclosure. The housing shall allow the sensor camera to be rotated to allow proper alignment between the sensor camera and the traveled road surface.

The sensor camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera sensor's field of view. The camera sensor enclosure with sunshield shall be less than 3.5" (89mm) diameter, less than 5.25" (133mm) long, and shall weigh less than 2.5 pounds (1.14kg) when the camera and lens are mounted inside the enclosure.

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

Camera Lens

The camera sensor enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer to the lens. The output

power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear. The glass face on the front of the camera sensor enclosure shall have an anti-reflective coating to minimize light and image reflections.

When mounted outdoors in the enclosure, the camera sensor shall operate satisfactorily in a temperature range from -30° F to +140° F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon DP system operation.

Radar Sensor

The radar sensor shall operate in the 24 GHz frequency band and shall operate on 1 of 7 available enumerated channels that is user selectable.

The radar detection range shall be over 500 feet (152 meters) minimum, +/- 5%.

The radar sensor shall be able to track up to 64 independent objects simultaneously.

Object speed detection shall be within a range of 0 to 150 miles per hour +/- 1.0 miles per hour (240 km per hour ± 1.5 km per hour).

The radar sensor shall be able to detect vehicles in 1 to 6 traffic lanes.

The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface.

When mounted outdoors in the enclosure, the radar shall operate in a temperature range from -30 °F to +165 °F (-34 °C to +74 °C) and a humidity range from 0% RH to 100% RH.

The radar sensor shall communicate with the sensor data combiner.

The radar sensor shall acquire its power from the sensor data combiner.

Both camera imager and radar sensors shall be housed in an overall, single enclosure assembly.

The overall size of the multi-sensor enclosure shall not exceed 14 inches x 15 inches x 17 inches (355mm x 380mm x 430mm).

The overall weight of the multi-sensor unit shall not exceed 11 pounds (5kg).

The effective projected area (EPA) shall not exceed 2.0 square feet (0.6 square meters).

The maximum power consumption for the multi-sensor assembly shall be less than 10 watts typical, 20 watts peak.

Recommended sensor placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the MSDS sensor should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet (107 meters) for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

The video signal shall be fully isolated from the sensor enclosure.

Sensor Data Combiner

A sensor data combiner that combines sensor information from both video and radar sensors shall be employed.

The sensor data combiner shall supply primary power to each sensor unit.

The sensor data combiner shall facilitate digital communications between the sensor data combiner and each of the sensor units.

The sensor data combiner shall get its primary power from DC power sourced from the CCU using outdoor rated, shielded Cat5E or Cat6 cable.

The sensor data combiner shall communicate with the detection processor using a single outdoor rated, shielded Cat5E or Cat 6 cable. Both video imaging and radar data shall use the single cable.

The sensor data signal shall be fully isolated from the mechanical enclosure

Cable terminations at the sensor data combiner shall not require crimping tools.

The sensor data combiner shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.

A weather-proof protective cover shall be provided shall be provided to protect all terminations at the sensor.

The sensor assembly shall include a temperature sensor. The sensor will be polled by the MSDS every minute and will supply the current air temperature. The MSDS software will display this information on the On-Screen Display for each sensor.

C.1.4 VDS Camera Sensor

The VDS camera sensor shall be supplied by the VDS manufacturer.

The VDS camera sensor shall utilize a single shielded CAT5E or CAT6 cable for power and video. Cable termination at the camera shall not require crimping or special tools. The cable termination shall only require a standard wire stripper and a screw driver. No connectors (e.g. BNC) shall be allowed.

An optional RJ45 direct connector shall be made available if a user chooses to connect the sensor cable with RJ45 connections at the sensor.

The camera sensor shall allow the user to set the focus and field of view via the VDS software. Camera sensor control from the controller cabinet shall communicate over a single Cat5e or CAT6 cable. No additional wires shall be required.

The camera shall produce a useable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.003 lux to 10,000 lux.

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

The imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.

The imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.

The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

The camera shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.

The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.

The camera shall utilize automatic white balance.

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

The horizontal field of view shall be adjustable from 4.5 to 48 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 12x zoom lens with a focal length of 3.5mm to 35mm. The sensor lens should yield a rectilinear image.

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

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

The camera shall be housed in a weather-tight sealed enclosure. The housing shall allow the camera to be rotated to allow proper alignment between the camera and the traveled road surface.

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

shall be less than 3.5" (89mm) diameter, less than 5.25" (133mm) long, and shall weigh less than 2.5 pounds (1.14kg) when the camera and lens are mounted inside the enclosure.

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

Camera Lens

The camera enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear.

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

The glass face on the front of the enclosure will include a Titanium Dioxide self cleaning coating

When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -30° F to +140° F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon VDP system operation.

The camera shall be powered by 48VDC. Power consumption shall be 5 watts typical and 16 watts or less under worst conditions.

Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet (107 meters) for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

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

Cable terminations at the camera for video and power shall not require crimping tools.

A weather-proof protective cover shall be provided to protect all terminations at the camera. No special tooling shall be required to remove or install the protective cap.

The camera assembly shall include a temperature sensor. The sensor will be polled by the VDS every minute and will supply the current air temperature. The VDS software will display this information on the On-Screen Display for each camera.

B.2 System Software

B.2.1 MSDS Software

General System Functions

Detection zones shall be programmed via an embedded application displayed on a video monitor and a keyboard and a pointing device connected to the CCU. The menu shall facilitate placement of detection zones and setting of zone parameters or to configure system parameters. A separate computer shall not be required for programming detection zones or to view system operation. All programming function shall occur on live video images and radar blips, no snapshots or still images are allowed.

The MSDS software shall store up to five completely independent detection zone patterns in non-volatile memory. The MSDS can switch to any one of the five different detection patterns within 1 second of user request via menu selection with the pointing device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.

The MSDS shall detect vehicles and bicycles in real time as they travel across each camera detection zone.

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

The DP shall automatically define a pedestrian crossing area, and track pedestrians in real-time as they travel across this pedestrian crossing area in both directions of the camera image. The DP shall count pedestrians moving left-to-right, and right-to-left. The DP shall measure the speed of pedestrians moving left-to-right, and right-to-left, and provide the minimum, maximum, and average speed of the pedestrians per the bin interval. These values shall be displayed on-screen for both directions, and an option shall be provided to the user to turn this on-screen display on or off. This data will be stored in local memory for later retrieval via a remote device. The data will be stored at the Bin Interval set in the system.

The VDP shall provide a discrete output when pedestrians are being tracked in the crosswalk. A separate output may be assigned to each direction of pedestrian travel.

The VDP shall provide a discrete output when pedestrians are crossing against a red phase. The VDP shall allow up to 4 phase inputs to be assigned to each crosswalk.

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

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

The MSDS shall send its detection patterns to an external computer through the Ethernet port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.

The MSDS shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the video and/or radar signal.

The MSDS shall be capable of automatically detecting a low-visibility condition of the camera sensor such as fog and respond by placing all affected detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists. An On-Screen Icon will be displayed while the system is in this mode.

Up to 32 detection zones per camera input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.

Up to 16 detection zones per radar input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.

Up to 5 trip lines per radar input shall be supported and each trip line must be user-positionable to suit the site and the desired vehicle detection application.

The system shall provide a Group output. When a user defined number of vehicles are present in the radar FOV the system shall activate an output.

The MSDS shall provide up to 32 open collector output channels per camera and 16 open collector outputs per radar input using one or more extension modules.

The MSDS shall provide discrete outputs when pedestrians are being tracked in the crosswalk. An output may be assigned to pedestrians crossing from left to right and a separate output may be assigned to pedestrians crossing from right to left.

The MSDS shall provide a discrete output when pedestrians are crossing against a red phase. The MSDS shall allow up to 4 phase inputs to be assigned to each crosswalk.

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

When a vehicle is detected within a detection zone, a visual indication of the detection shall activate on the video and radar overlay display to confirm the detection of the vehicle for the zone.

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

The MSDS shall provide dynamic zone reconfiguration (DZR). DZR sustains normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.

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

The RDS shall process the radar signals from each sensor at 50mS intervals. Multiple processors shall process all radar signals simultaneously.

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

The MSDS shall output a constant call during the background learning period of no longer than 3 minutes.

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

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

The system shall provide an automatic count function per lane for each movement of vehicles, which includes through moving, right, and left turning vehicles. Once standard detection zones have been configured the system will determine the path of vehicles and begin to track them. The data shall also have the capability to be stored at user-selectable bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes. The current count will be displayed on the video image. The current count display may be disabled by the user.

In addition any valid detector output may be assigned to the automatic count. For each count the associated detector output will be pulsed for 100mS.

In addition to the count type zone, the MSDS shall be able to calculate average speed and lane occupancy for all of the video detection zones independently. These values shall be stored in non-volatile memory for later retrieval.

The MSDS shall have an "advance" zone type where raw detection output duration to the traffic controller is compensated for angular occlusion and distance.

The MSDS shall employ color overlays on the video output.

The MSDS shall have the ability to show controller phase status (green, yellow, or red) for up to 8 phases. These indications shall also be color coded.

The user shall have the ability to enable or disable the display of the phase information on the video output.

The MSDS shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase. Each detection zone shall be able to switch from one zone type (i.e. presence, extension, pulse, etc.) to another zone type based on the signal state. For example, a zone may be a "count" zone when the phase is green but change to a "presence" zone type when the phase is not green. Another application would be zone type of "extension" when the signal phase is green and then "delay" when red.

The MSDS software shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse. The additional zone shall utilize geometric extrapolation of the parent zone when creating the child zone. The process shall also automatically accommodate lane marking angles and zone overlaps.

The radar sensor shall have the capability to control the output of each radar detection zone based on a minimum or maximum speed. The minimum speed can be set from 0 mph (0 kph) to 249 mph (400 kph). The maximum speed can be set between 1 mph (1 kph) to 250 mph (402 kph).

When the user wishes to modify the location of a zone, the MSDS software shall allow the user move a single zone, multiple zones or all zones simultaneously.

When the user wishes to modify the geometric shape of the zone, the MSDS software shall allow the user to change the shape by moving the zone corner or zone sides.

On screen zone identifiers shall be modifiable by the user. The user shall be allowed to select channel output assignments, zone type, input status, zone labels or zone numbers to be the identifier.

The MSDS shall have the capability to show pedestrian activity in the crosswalk through a visual indication on the video output.

The MSDS software shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other.

Bicycle zone types shall only output when a bicycle is detected. Larger motorized vehicles such as cars and trucks that traverse a bicycle zone shall not provide an output.

The MSDS software shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing.

Placement of bicycle type zones in vehicle lanes shall be allowed.

Upon detection of a bicycle, the video output overlay shall indicate active detection as well as providing a unique bicycle detection identifier to visually distinguish bicycle detection versus vehicle detection.

Up to six bicycle detection zones per camera view shall have the capability to count the number of bicycles detected in addition to their normal detection function. The count value shall be internally stored for later retrieval through the Ethernet port.

Automatic Traffic Volume Graph

The On-Screen Display shall include an Automatic Traffic Volume graph. This graph will display estimated Vehicles Per Hour (VPH) per movement for each camera view. The graph will display a rolling 24 hour period of VPH.

Occupancy Graph

The On-Screen Display shall include an Occupancy Graph. This graph will display estimated approach occupancy for each camera view. The graph will display a rolling 24 hour period of Occupancy.

Speed Graph

The On-Screen Display shall include a Speed Graph. This graph will display average speed of vehicles through the each sensor view for the last Bin Interval. The graph will display a rolling 24 hour period of Speed.

Radar Zone Data Display

Current conditions for the 16 radar zones shall be displayed on the video. The conditions are; un-configured, configured and inactive and configured and active.

Radar Trip Line and Activity Display

Current conditions of the 5 trip lines and any warning flags from the radar shall be displayed on the video.

B.2.2 User Interfaces

This section sets forth the minimum requirements for the MSDS to provide a single point interface to remote and local users. The MSDS shall also have the capability to stream up to four simultaneous video streams over an Ethernet interface.

The user interface shall provide capabilities to enable multiple rack-mounted detection processors to be locally and remotely accessed from a single point via an Ethernet connection.

The device shall allow the operator to view four videos simultaneously or any one video by controls embedded in the MSDS.

Local user access to video detection programming shall be limited to the detection processor unit that is currently being displayed on the monitor.

All local programming and setup parameters for the video detection processor shall be user accessible through the interface unit without requiring the user to swap user interface cables between video detection processors.

Remote access to the device shall be through the built-in Ethernet port via access software running on a Microsoft Windows based personal computer.

A Windows OS remote access firmware shall also be available for remote setup and diagnostics of the interface unit.

The MSDS shall support streaming video technology using H.264 standards to allow the user to monitor video detection imagery over the Ethernet interface. Motion JPEG streaming video shall not be allowed.

The interface unit shall allow eight independent streams, one from each detection processor, to be transported via Ethernet to four independent streaming video players simultaneously in D1 resolution.

The interface shall allow the user to select the resolution of the displayed streamed video.

The interface unit shall support the streaming and display of four concurrent streams in D1 resolution.

The interface shall allow the user to change the unit's Ethernet network settings of IP address, subnet mask and default gateway.

The MSDS shall allow the user to upload new application firmware through the use of the interface, remotely or on-site.

A Windows OS based application will be provided to remotely view video streams from the MSDS.

An iOS and Android based application shall be available to remotely access each configured MSDS on the agency's network. This application shall allow the user to choose between any number of pre-configured intersection locations. Using the iOS or Android device, the application will allow the user to view live video from any camera at that intersection, including vehicle and bicycle detections in real-time. The application will also allow the user to view individual intersection data, including turning movement counts and occupancy. The application will show each data set in time periods of day, week, or month, and have the capability of turning on or off right, left, and through movement data for turning movement count data. The application will also allow the user to view current system diagnostic data, including the following, but not limited to; individual camera glare and low contrast information, system low contrast, constant call, alarm, reboots, logins, and menu access information.

A Windows based PC application shall be available to remotely access each configured MSDS on the agency's network. The application shall allow the user to choose multiple intersection locations to be displayed simultaneously on the screen. Intersections can be displayed in alphanumeric order. Groups of intersections can be configured to be displayed simultaneously to allow the user to monitor particular corridors of detection. Multiple groups may be configured in the application.

B.3 SDLC Functionality

This section sets forth the minimum requirements for a full-function BIU and integrated MSDS detection communication. The MSDS shall provide outputs to the controller of vehicle calls from DPs that reside within the detector rack.

Functional Capabilities

The MSDS shall have the capability of monitoring phase information and passing that information and other system data such as "time" from the controller to video detection processor modules. The DP shall also accept data from video processor modules and relay the information to the controller. The unit shall provide a maximum of 64 detector outputs to the controller via the SDLC interface.

Requirements

The module shall be in compliance with the following industry specifications:

- *Transportation Electrical Equipment Specifications (TEES)*, August 16, 2002 (or latest edition), California Department of Transportation
- *NEMA Standard Publication TS 1-1989* (or latest edition), Traffic Control Systems, National Electrical Manufacturers Association
- *NEMA Standard Publication TS 2-2003, Traffic Controller Assemblies With NTCIP Requirements, Version 02.06* (or latest edition), National Electrical Manufacturers Association

Data Interfaces

- The MSDS shall have two data interfaces:
- The interface to the controller shall be accomplished by the use of the TS-2 SDLC port and protocol according to the TS-2 specifications. The module shall be able to be configured to respond to BIU addresses 8, 9, 10 and 11 or a combination thereof.
- The interface to communicate with card rack video detection processors shall be manufacturer specific.

SDLC Communication Indicators

One LED indicator shall be provided for the TS-2 SDLC interface. The indicator shall be used to inform the user of any communication activity on the SDLC port.

C Installation

The cable to be used between the sensor and the CCU in the traffic cabinet shall be Cat-5e, shielded, outdoor rated. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. Shielded RJ-45 connectors shall be used where applicable. The Cat-5e cable, RJ-45 connector, stripping and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.

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

D Warranty

The supplier shall provide a limited three-year warranty on the MSDS.

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

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

E Maintenance and Support

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

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

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

All product documentation shall be written in the English language.

F Measurement

The department will measure Vehicle Video Detection System as each system acceptably completed per intersection.

G Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Vehicle Video Detection System, W Lincoln Ave & W National Ave (4 Camera)	EACH

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

50. Reinstalling Monotube Assembly, Item SPV.0060.25.

A Description

This special provision describes reinstalling the salvaged monotube assemblies UT-9501 and UT-9513, at the intersection of W Lincoln Ave & W National Ave.

B Materials

Furnish new High-Strength Bolts in conformance with standard spec 657.2.7.

C Construction

Reinstall the salvaged monotube assemblies, UT-9501 and UT-9513, on the newly constructed concrete bases as shown on the plans.

New High-Strength Bolts shall be installed in conformance with standard spec 657.3.3.2.

D Measurement

The department will measure Reinstalling Monotube Assembly by each reinstalled monotube assembly, 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.0060.25	Reinstalling Monotube Assembly	EACH

Payment is full compensation for relocating existing monotube poles, monotube arms and luminaire arms; furnishing new steel high-strength bolt/nut/washer assemblies and DTIs including those required for testing; and for providing related mounting hardware and leveling shims.

The department will pay separately for new concrete bases.

51. Communications Vault Adjustment, Item SPV.0060.26.

A Description

This special provision describes adjusting the elevation and location of an existing WisDOT communications vault to match the proposed final grade elevation. The adjustment will consist of excavating the area adjacent to the existing communications vault to enable adjusting the elevation and location of the existing conduit with the vault.

B Materials

Materials will consist of an existing communications vault and existing HDPE ducts.

The exact length of the adjustment will be determined by field conditions but will not exceed 20-feet.

C Construction

Do not disturb or damage the existing fiber optic cable in the vault or conduit. The fiber optic cable is no longer connected to the signals at the Lincoln Avenue and National Avenue intersection but remains connected to the signals at the IH 894 ramp terminal intersections.

Prior to beginning work on the communications vault adjustment inspect the existing vault for damage. If damage is found, contact Dean Beekman at (414) 227-2154 or dean.beekman@dot.wi.gov. Coordinate and cooperate with the department in the requested repairs.

In coordination with other construction operations, excavate a sufficient area around the communications vault to allow for adjusting the final elevation and location of the vault to match the final elevation of the adjacent grading. Do not disturb or damage existing fiber optic cable coming into the vault or inside the vault. If the fiber optic cable is damaged during the vault adjustment, contact Dean Beekman at (414) 227-2154 or dean.beekman@dot.wi.gov to coordinate corrective actions. Cooperate with the department in the repair of the facility.

The existing conduit is at a nominal depth of 3-feet but may vary by a foot or more. Adjust the depth of the existing conduit so that its final depth is at approximately the same depth as it was prior to beginning work.

Place the relocated communications vault at its new elevation and locations and backfill with new crushed aggregate as described in the standard specifications.

At locations that will be re-graded or otherwise improved, restore the site to a condition conducive to those other operations included in this project.

D Measurement

The department will measure Communications Vault Adjustment by the unit, acceptably relocated and restored for up to 20-feet of conduit being adjusted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.26	Communications Vault Adjustment	EACH

Payment is full compensation for excavating the necessary area; for adjusting the existing communications vault; for adjusting conduit entrance points in the vault; and for restoration of the site.

52. Utility Line Opening (ULO), Item SPV.0060.27.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown 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 and the safety of the workers is not compromised.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed construction to allow any conflicts to be resolved with minimal disruption. Give the engineer a minimum of three working days once utility line opening information is received to review all relevant design information prior to proposed construction. 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 location multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Approve and coordinate all utility line openings with the engineer. Notify the utility engineers or their agents of this work a minimum of 3 days prior to the work so they may be present when the work is completed.

Restore area over utility line opening trenches as directed by the engineer.

D Measurement

The department will measure Utility Line Opening (ULO) by the 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.0060.27	Utility Line Opening (ULO)	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 cleanup.

53. Plug & Air Vent Assembly, Item SPV.0060.28.

A Description

This special provision describes providing and installing water main plugs and air vent assemblies as shown in the plans and as hereinafter provided.

B Materials

Use materials conforming to Chapter 8.18 & 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of the City of West Allis Addendum, and as supplemented as follows:

Furnish water main plug, copper water service pipe, curb stop, curb box, fittings, pipe bedding material and backfill as specified in File No. 43 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

C Construction

Concrete buttress thickness used in the assembly shall be 2'- 4" in width and 2' in height.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of the City of West Allis Addendum.

Install at locations designated in the plan.

D Measurement

The department will measure Plug & Air Vent Assembly by the 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.0060.28	Plug & Air Vent Assembly	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

The price bid for Plug & Air Vent Assembly shall include supplying the copper service pipe and the cost of installation and any incidentals required to complete the installation of the plug & air vent assembly as indicated on the plan.

54. Existing Traffic Signal Cabinet with New Controller and MMU, Item SPV.0060.29.

A Description

This special provision describes reusing the existing traffic signal cabinet as shown on the plans and providing a new controller and Malfunction Management Unit (MMU) as hereinafter provided.

B Materials

Furnish new Econolite Cobalt controller with data key and Ethernet connection.

Furnish new Malfunction Management Unit (MMU) as defined by the requirements of Section 4 of the NEMA TS2 Standard.

Salvage existing cabinet, terminal facility, auxiliary panels, cabinet switches, power panels, power receptacles, auxiliary devices (flashers, flash transfer relays, cabinet power supply) and Bus Interface Units (BIU).

C Construction

The contractor shall submit two copies of the following to the City of West Allis: Detection wiring diagrams, cable and routing diagrams, pole to pull box wiring diagrams, conductor layout standards and the associated head arrangements and other pertinent details.

Equipment will be examined and tests will be performed to ensure that proper and sufficient equipment is furnished as is required to complete the signal plan operation and sequence in compliance with the intent of the contract specifications.

All testing and equipment examination shall be in the presence of the contractor's representative furnishing the equipment. The contractor's representative will be notified of any needed modifications or corrections to be accomplished by the contractor.

Connect all the field wiring inside the controller cabinet and test the signal circuits for correct operation. The contractor shall connect and test the signal circuits outside the controller cabinet as directed by the engineer. Connecting and testing signal circuits shall be considered part of this item of work.

The controller shall be fully programmed and shall be mounted in a control cabinet to operate as a complete and functioning intersection traffic signal control system. The equipment items included shall be, but not necessarily limited to, cabinet, microprocessor controller, monitor, detector amplifiers, power supply, power distribution panel, interior cabinet wiring, and other associated electrical and electronic equipment interior to the control cabinet that is necessary to provide the type of operation described in these specifications.

D Measurement

The department will measure Existing Traffic Signal Cabinet with New Controller and MMU by each cabinet installation, 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.0060.29	Existing Traffic Signal Cabinet with New Controller and MMU	EACH

Payment is full compensation for providing and installing a new controller and MMU together with salvaging the existing cabinet, all required control units, and all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

55. Salvage Wheel Stops, Item SPV.0060.30.

A Description

This special provision describes salvaging existing wheel stops.

B (Vacant)

C Construction

Remove the existing wheel stops in a way that prevents damaging the wheel stops where shown on the plans. If the contractor damages the wheel stops through its own operations, then the contractor shall replace them at no expense to the department.

Store materials in a safe location until they are ready to be reinstalled.

Reinstall the salvaged wheel stops to original layout and configuration on the new asphaltic surface in alignment with the existing pavement marking of the parking lot.

D Measurement

The department will measure Salvage Wheel Stops by the 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.0060.30	Salvage Wheel Stops	EACH

Payment is full compensation for removing the existing wheel stop; for stockpiling; and for reinstalling wheel stops in the parking lot.

**56. Water Main Relay, 8-Inch, Item SPV.0090.01;
Water Main Relay, 12-Inch, Item SPV.0090.02.**

A Description

This special provision describes the installation of Water Main Relay, 8-Inch and 12-Inch.

B Materials

See "City of West Allis Water Appendix". Pipe material may either be Ductile Iron Pipe in conformance to AWWA C-151 Special Class 53, or C-900 DR-18 or less in conformance with AWWA C-900, ASTM D-3139, and ASTM F-477 for sizes 4" through 12".

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, tracer wire, pipe bedding material and backfill as specified in plans.

C Construction

The City of West Allis is acquiring WDNR approvals for the proposed water main relay work. No work shall begin on the water main until such approval has been granted. Contact Robert Hutter at (414) 302-8373 to confirm approvals have been obtained.

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

Install at locations designated in the plan. Tracer wire is required on all C-900 pipe.

D Measurement

The department will measure Water Main Relay, 8-Inch and 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 item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Water Main Relay, 8-Inch	LF
SPV.0090.02	Water Main Relay, 12-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill, water main pipe, fittings, polyethylene wrap, and tracer wire.

57. **Water Service, 1-Inch, Item SPV.0090.03; Water Service, 1.5-Inch, Item SPV. 0090.04; Water Service, 2-Inch, Item SPV. 0090.05.**

A Description

This special provision describes the installation of Water Service, 1-Inch, 1.5-Inch, and 2-Inch.

B Materials

Use materials conforming to Chapter 8.24 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish copper or HDPE water service pipe, corporation, curb stop with box, fittings, tracer wire, pipe bedding material and backfill as specified in plans.

Supply the corporation, curb stop with curb box and the adaptor to connect to the existing lead service on site. Corporations shall be Ford FB600 or FB1000 Series, McDonald 74701B Series, or Mueller B25000 Series. Corporations may be either flared or compression fitting. Curb stops shall be Minneapolis type, full port, ball valve, and copper tube size compression fitting. Acceptable model series are Mueller B25155, Ford B44, or A.Y. McDonald 76100. Stainless steel insert stiffeners for use with HDPE SDR 9 water service pipe shall be Ford INSERT-53-72 or A.Y. McDonald 6133T. Curb box risers shall be "Minneapolis Pattern" manufactured by A.Y. McDonald, model #5615, or approved equal. Curb stop boxes shall be "BOABOX" manufactured by Innovative Tops, LLC, model #125, #150, or an approved equal.

When reconnecting to existing lead services, a No-Contract Lead Pak compression coupling shall be used to prevent direct contact of the lead plumbing line with other metallic water system components.

C Construction

Use methods that conform to Chapter 5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, the AWWA C600-93 and supplemented as follows:

Tap all connections, install the pipe, curb stop, curb box and adaptor to complete the service installation as designated on the plans. See "City of West Allis Water Appendix" regarding tap information.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

The locations designated in the plan are to the best of city records. Determine the exact location of the services as they are verified in the field.

D Measurement

The department will measure Water Service, 1-Inch, 1 1/2-Inch, and 2-Inch by the linear foot, acceptably completed from the center of the water main to the curb stop. The service pipe used on the house side of the curb stop for reconnection to the existing private service line is incidental to the Water Service installation.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Water Service, 1-Inch	LF
SPV.0090.04	Water Service, 1 1/2-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill, taps, corporations, curb stops, and curb boxes.

The cost of all taps shall be included in the price bid for linear feet of service. Water tapping fees are NOT required for this project.

58. Sanitary Sewer Relay, SDR 35 PVC SP, 8-Inch, Item SPV.0090.06.

A Description

This special provision describes the construction of Sanitary Sewer Relay.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the relay as specified in the plans.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

Install relay at locations designated in the plan. The lateral connection locations designated in the plan are shown to the best of city records. Determine the exact location of the laterals as the existing services are exposed.

The City of West Allis is acquiring MMSD and WDNR approvals for the proposed sanitary sewer relay work. No work shall begin on the sanitary sewer relays until such approval has been granted. Contact Robert Hutter at (414) 587-1699 to confirm approvals have been obtained.

D Measurement

The department will measure Sanitary Sewer Relay, SDR 35 PVC SP by the linear foot, acceptably completed from center of manhole to center of manhole or to connection point at existing main.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Sanitary Sewer Relay, SDR 35 PVC SP, 8-inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, removal of existing manholes and existing main, pipe bedding, backfill, and reconnection to existing sanitary sewers.

59. Building Sanitary Sewer, 6-Inch, Item SPV.0090.07.

A Description

This special provision describes the construction of Building Sanitary Sewer, 6-Inch.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the relay as specified in the plans.

Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing clay pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Building Sanitary Sewer, 6-Inch shall be installed to relay existing sanitary services as shown on the plan. In-line wye connections shall be installed on sanitary sewer relays to reconnect existing sanitary sewer laterals presently in service and/or as directed by the engineer. The locations of the existing sanitary sewer laterals are shown based on available records and actual locations may vary. Existing laterals shall be reconnected using appropriate bends and approved adapters as directed by the engineer. Existing sanitary laterals shall be located prior to installing the new wye connections or risers in relay sections.

Inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

Sanitary laterals shall be relayed so there is at least 6" between the bottom of the proposed storm sewer and the top of the proposed building sewer.

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Building Sanitary Sewer, 6-Inch by the linear foot, acceptably completed from center of manhole or sanitary main, to the end of the pipe laid.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	Building Sanitary Sewer, 6-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill. No additional payment shall be made for any exploratory work needed to locate existing sanitary laterals.

**60. 6-Inch PVC Storm Sewer Lateral, Item SPV.0090.08;
8-Inch PVC Storm Sewer Lateral, Item SPV.0090.09.**

A Description

This special provision describes the construction of 6-Inch and 8-Inch PVC storm sewer laterals.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of the City of West Allis Addendum, and as supplemented as follows:

Storm sewer laterals shall be SDR 35 PVC pipe meeting ASTM D3034 standards, for various pipe sizes as indicated on the plan.

C Construction

Use construction methods conforming to standard spec 608.

D Measurement

The department will measure 6-Inch and 8-Inch PVC Storm Sewer Laterals by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	6-Inch PVC Storm Sewer Lateral	LF
SPV.0090.09	8-Inch PVC Storm Sewer Lateral	LF

Payment is full compensation for furnishing and placing all materials, including pavement removal, excavation, pipe bedding, and backfill.

61. Concrete Curb and Gutter 67-Inch, Item SPV.0090.10.

A Description

This special provision describes constructing concrete curb and gutter according to the details shown in the plans, the requirements of standard spec 601, and as hereinafter provided.

B Materials.

Furnish materials that conform to the requirements of standard spec 601.2.

C Construction

Construct according to the requirements of standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter 67-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(s):

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Concrete Curb and Gutter 67-Inch	LF

Payment is full compensation for foundation excavation and preparation; for providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; for placing, finishing, protecting, and curing; for sawing joints; for disposing of surplus excavation material; and for restoring the work site.

The department will adjust pay for crack repairs on as specified in standard spec 601.5.2 for ancillary concrete.

62. Concrete Curb Special, Item SPV.0090.11.

A Description

This special provision describes constructing concrete curb special according to the details shown in the plans, the requirements of standard spec 601, and as hereinafter provided.

B Materials

Furnish materials that conform to the requirements of standard spec 601.2.

C Construction

Construct according to the requirements of standard spec 601.3.

D Measurement

The department will measure Concrete Curb Special by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Concrete Curb Special	LF

Payment is full compensation for foundation excavation, preparation, and backfill; for providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; for placing, finishing, protecting, and curing; for sawing joints; for disposing of surplus excavation material; and for restoring the work site.

The department will adjust pay for crack repairs on as specified in standard spec 601.5.2 for ancillary concrete.

63. High Friction Green Surfacing, Item SPV.0165.01.

A Description

This special provision describes providing furnishing and applying a high friction surfacing system according to this Section and in conformity with the lines and details shown on the plans. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer’s technical representative shall come to the construction site to train department and contractor personnel prior to surface treatment and shall be available during application as necessary.

B Materials

General: Use Pavement Marking with an anti-kid surface. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface according to manufactures specifications.

The MMA based resin system for Green Colored Pavement for Bike Lanes shall comply with chromaticity requirements according to MUTCD Chapter 3H.

MMA Based Resin System: The MMA based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film@ 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,		
No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	

Aggregate Color Green

Certification: Finished surface shall have a minimum 60 FN40R according to ASTM E274 of vehicular bearing surface using the modified epoxy binder.

C Construction

General: Apply High Friction Colored Surface according to manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

Mixing and Application of MMA based resin system and Aggregate Wearing Course: Utilize one of the following methods for the application of the MMA based resin system, as applicable.

- a. **Hand mixing and application:** Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.
- b. **Mechanical mixing and application:** Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate. Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

Curing: Allow the high friction aggregate topped MMA based resin system to cure according to manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

Removal of Excess Aggregate: Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace high friction colored surface treatment that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the engineer. The limits of removal and replacement shall be approved by the engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The engineer will notify the contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the engineer. Non-conforming MMA based resin system material shall be removed at no charge to the city and replaced with conforming product.

The warranty period in reference to the following points is to be 1 year from date of installation. Warranty of the following items shall be submitted in writing by the contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 according to ASTM E-303.
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

D Measurement

The department will measure High Friction Colored surface in square foot, acceptably completed. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.04	High Friction Green Surfacing	SF

Payment is full compensation furnishing and installing High Friction Green Surfacing materials including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

64. Shredded Hardwood Bark Mulch, Item SPV.0180.01.

A Description

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch as shown on the plans, and as hereinafter provided. Minimum mulch thickness to be 3-inches.

B Materials

Shredded Hardwood Bark Mulch shall be natural, shredded hardwood bark mulch, free of growth or germination inhibiting ingredients, and shall be no larger than 4-inches in any dimension, and suitable for top dressing of planting beds. No artificial coloration shall be added.

Samples: Submit sample demonstrating color, size and properties to engineer, for approval prior to construction.

C Construction

The installation of the Shredded Hardwood Bark Mulch shall be according to the plans and details. Keep mulch a minimum of 2-inches away from all tree trunks, woody stems and herbaceous shoots.

D Measurement

The department will measure Shredded Hardwood Bark Mulch by 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.0180.01	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all Shredded Hardwood Bark Mulch.

65. Remove and Replace Decorative Stone Mulch, Item SPV.0180.02.

A Description

This special provision describes the removal and replacement of existing decorative stone mulch.

B (Vacant)

C Construction

Remove existing decorative stone mulch and landscaping fabric within slope limits prior to working in the area. Stockpile the existing decorative stone mulch beyond the slope limits and within the temporary easement. Protect stockpiled decorative stone mulch from contamination with dirt or other construction debris. After the adjacent concrete work is completed, replace the landscaping fabric and decorative stone mulch to its original condition before construction.

D Measurement

The department will measure Remove and Replace Decorative Stone Mulch 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.0180.02	Remove and Replace Decorative Stone Mulch	SY

Payment is full compensation for removal and replacement of decorative stone mulch and landscaping fabric; properly removing of surplus materials; and incidentals necessary to complete the contract work.

66. Sanitary Manhole, 48-Inch Diameter, Item SPV.0200.01.

A Description

This special provision describes 48-inch diameter sanitary manholes.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish 48-inch diameter precast manhole structures, concrete rings and mortar to complete the structure.

See materials section of "Sanitary Manhole Frame with Solid Gasketed Lid, Item SPV.0060.20".

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of the City of West Allis Addendum.

Construct at locations designated in the plan.

D Measurement

The department will measure Sanitary Manhole, 48-Inch Diameter by the vertical foot from lowest invert to top of frame of each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	Sanitary Manhole, 48-Inch Diameter	VF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill and incidental pipe to reconnect existing sewer lines.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) 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 include: 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).

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates and employing eligible trainees in qualifying trades will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.
Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 HCST Graduate(s) be utilized for 4200 hours 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 HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.
Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 HCST Apprentice(s) be utilized for 1200 hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST 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 Department of Transportation Labor Development Specialist at the phone number listed below.

- 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 HCST 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 HCST 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 HCST 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 HCST 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 page 2 Dated January 2012 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 HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST 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. HCST 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. HCST 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 ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

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

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

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

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

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

VI. PROGRAM CONTACTS

Marguerite (Maggie) Givings, Labor Development Specialist

Marguerite.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist

Deborah.Seip@dot.wi.gov | 262-548-8702

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
- (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
- 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

*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 + 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 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

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 \(wisconsindot.gov\)](https://www.wisconsin.gov/transportation/highway-construction-contract-information). 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 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 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
Solicitation Documentation	<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>		
Selected Work Items Documentation	<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>		
Documentation of Project Information provided to Interested DBEs	<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>		
Documentation of Negotiation with Interested DBEs	<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>		
Documentation of Sound Reason for Rejecting DBEs	<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>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	<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>		
Documentation of other GFE activities	<p><i>Such as: Used DT1202 Excel Workbook, Diversity & 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>		
Overall Demonstration of GFE			

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

GFE RUBRIC ANALYSIS	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
Bid Analysis	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
Average of OTHER Bidders (Not including Apparent Low Bidder)	
DBE Quotes Received	
DBE Quotes Awarded	
DBE Quote(s) Rejected	Rejected Quote Analysis
DBE Quote(s) Awarded	Awarded DBE Amount

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:

FOR PRIME CONTRACTORS ONLY: 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

FOR PARTICIPATING DBE FIRMS ONLY: 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. FOR DBE TRUCKING FIRMS ONLY: 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.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler.....	415.2.3
Asphaltic materials.....	455.2

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. 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 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) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 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://wisconsin.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 or AWP CRL. 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 or AWP CRL 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, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (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) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce 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://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

**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 wage determination may contain, pursuant to § 1.3(f), wage 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. 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, 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 § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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 is held by the same prime contractor (as defined in § 5.2). The 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 any of the applicable statutes referenced by § 5.1, 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 grounds for debarment action pursuant to § 5.12. In addition, any 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\(b\)](#) or § 5.12(a).

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\(b\)](#) or § 5.12(a).

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 prime contractor (as defined in § 5.2). The 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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) 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 the initial melting stage through the application of coatings) 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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.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://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

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

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

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

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

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

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

IV. RESOURCES

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

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

"General Decision Number: WI20250010 01/03/2025

Superseded General Decision Number: WI20240010

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)(1).

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 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 2025.

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>.

Modification Number Publication Date
 0 01/03/2025

BRWI0001-002 06/03/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

 BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

 BRWI0002-005 06/01/2024

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...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....\$ 38.45 27.41

BRWI0019-002 06/01/2024

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

Rates Fringes

BRICKLAYER.....\$ 38.18 27.68

BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

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

CARP0231-002 06/05/2023

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

Rates Fringes

CARPENTER.....\$ 41.91 29.72

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

Rates Fringes

CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT

,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
 DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
 GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
 KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
 MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
 ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
 of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
 SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
 TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALLWORTH, WASHBURN,
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

 CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
 PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
 RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP1143-002 06/03/2024

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

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
 AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 30.27	19.11

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 06/01/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024

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.....	\$ 48.55	25.91

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 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

ELEC0388-002 06/01/2023

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:.....	\$ 38.74	26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

ELEC0494-006 05/26/2024

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

	Rates	Fringes
Electricians:.....	\$ 42.77	24.66

ELEC0494-013 05/26/2024

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.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

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

 ELECO577-003 05/26/2024

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:.....	\$ 40.00	22.69

 ELECO890-003 06/01/2024

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

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

 ELECO953-001 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 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.37	28.80
Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor;

automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

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

IRON0008-002 06/02/2024

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

Rates

Fringes

IRONWORKER.....\$ 43.02 32.32

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

IRON0008-003 06/02/2024

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

 Rates Fringes

IRONWORKER.....\$ 44.79 32.32

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

IRON0383-001 06/02/2024

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.....\$ 42.00 31.93

IRON0498-005 06/01/2024

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

 Rates Fringes

IRONWORKER.....\$ 46.59 48.80

IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

 IRON0512-021 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

 LABO0113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

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 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

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 06/03/2024

KENOSHA AND RACINE COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

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

LAB00140-002 06/03/2024

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

Rates

Fringes

LABORER

Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

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

LAB00464-003 06/03/2024

DANE COUNTY

Rates Fringes

LABORER

Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

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 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

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 06/01/2024		

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 36.35	20.87

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2024

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.....	\$ 36.35	20.87

PAIN0934-001 06/01/2024		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024		

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 29.95	15.89

PLAS0599-002 06/01/2024		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION"

"General Decision Number: WI20250008 01/03/2025

Superseded General Decision Number: WI20240008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

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)(1).

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 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 2025.

BRWI0003-002 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0009-001 06/01/2024

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

BRWI0013-002 06/01/2024

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

BRWI0019-002 06/01/2024

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

Rates Fringes

BRICKLAYER.....\$ 38.18 27.68

BRWI0021-002 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.10 28.37

BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

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

CARP0231-002 06/05/2023		

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

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72

CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

 CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

 CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

Rates	Fringes
-------	---------

CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP1143-002 06/03/2024

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

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
 AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP2337-009 06/03/2024

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

 CARP2337-010 06/03/2024

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

	Rates	Fringes
MILLWRIGHT.....	\$ 42.31	32.21

 ELEC0014-002 05/26/2024

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, TREMPLEALEAU, VERNON, AND WASHBURN

COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0127-002 06/01/2023		

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 06/01/2024		

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.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024		

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.....	\$ 48.55	25.91

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 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

ELEC0388-002 06/01/2023

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:.....	\$ 38.74	26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

ELEC0494-006 05/26/2024

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

(Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.77	24.66

ELEC0577-003 05/26/2024

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:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

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

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14
Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

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; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.04	26.80
Group 2.....	\$ 44.26	26.80
Group 3.....	\$ 43.31	26.80
Group 4.....	\$ 42.26	26.80
Group 5.....	\$ 40.86	26.80

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator:

Traveling Crane (Bridge type); Concrete Paver over 27 E;
Concrete Spreader and Distributor; Concrete Pumps and
Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck
mounted Hydraulic Backhoe; Tractor or Truck Mounted
Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40
hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift,
25 ft and over; Motor Patrol; Scraper Operator; Sideboom;
Straddle Carrier; Mechanic and Welder; Bituminous Plant and
Paver Operator; Roller over 5 tons; Percussion Drill
Operator; Rotary Drill Operator; Blaster; Air Track Drill;
Trencher (wheel type or chain type having over 8 inch
bucket); Elevator; Milling Machine and Boring Machine
(horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete
Finishing Machine (road type); Roller, Rubber Tire;
Concrete Batch Hopper; Concrete Conveyor System; Concrete
Mixers (14S or over); Screw type Pumps and Gypsum Pumps;
Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp;
Pumps (well points); Trencher (chain type 8 inch or smaller
bucket); Industrial Locomotives; Roller under 5 tons;
Fireman (Piledrivers and Derricks); Robotic Tool Carrier
with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft;
Tamper-Compactors, riding type; A-Frame and Winch Trucks;
Concrete Auto Breaker; Hydrohammer, small; Brooms and
Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats
(Tug, Safety, Work Barges and Launch); Shouldering Machine
Operator; Screed Operator; Farm or Industrial Tractor; Post
Hole Digger; Stone Crushers and Screening Plants; Firemen
(Asphalt Plants); Air Compressor (400 CFM or over); Augers
(vertical and horizontal); Generators, 150 KW and over;
Air, Electric Hydraulic Jacks (Slipform); Prestress
Machines; Skid Steer Loader with or without attachments;
Boiler operators (temporary heat); Forklift, 12 ft and
under; Screed Operator Milling Machine; Refrigeration
Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound
Driver and Extractor; Generators under 150 KW; Combination
small equipment operator; Compressors under 400 CFM;
Welding Machines; Heaters, Mechanical; Pumps; Winches,
Small Electric; Oiler and Greaser; Conveyor; High pressure
utility locating machine (daylighting machine).

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

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

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

IRON0008-003 06/02/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

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

IRON0383-001 06/02/2024

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.....	\$ 42.00	31.93

IRON0498-005 06/01/2024

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

	Rates	Fringes
--	-------	---------

IRONWORKER.....\$ 46.59 48.80

IRON0512-008 04/28/2024

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

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

IRON0512-021 04/28/2024

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

Rates Fringes

IRONWORKER.....\$ 41.19 34.68

LAB00113-004 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Laborers: (Open Cut)

Group 1.....	\$ 19.14	23.90
Group 2.....	\$ 21.61	23.90
Group 3.....	\$ 25.47	23.90
Group 4.....	\$ 35.66	23.90
Group 5.....	\$ 35.83	23.90
Group 6.....	\$ 35.89	23.90
Group 7.....	\$ 40.09	23.90
Group 8.....	\$ 43.16	23.90
Group 9.....	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LAB00113-005 06/03/2024

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 26.40	23.90
Group 2.....	\$ 32.87	23.90
Group 3.....	\$ 37.44	23.90
Group 4.....	\$ 39.37	23.90

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,
Wire Mesh and Reinforcement, Concrete Worker, Form
Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form
Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite
Man, Manhole Builder, Welder-Torchman, Blaster, Caulker,
Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher,
Raker and Luteman, Hydraulic Jacking of Shields, Shield
Drivers, Mining Machine, Lock Tenders, Mucking Machine

Operator, Motor Men & Gauge Tenders and operation of
incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 35.89	23.90
Group 4.....	\$ 40.09	23.90
Group 5.....	\$ 40.23	23.90
Group 6.....	\$ 43.15	23.90
Group 7.....	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner;
Mining Machine; Welder; Rock Driller; Concrete Buster; Jack
Hammer Operator; Caisson Worker; Pipelayer and Joint Man;
Bracerman

GROUP 7: Blaster

LAB00113-009 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel - *COMPRESSED AIR 0 - 15 lbs.)		

Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 40.67	23.90
Group 4.....	\$ 41.54	23.90
Group 5.....	\$ 41.68	23.90
Group 6.....	\$ 44.62	23.90
Group 7.....	\$ 45.29	23.90

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

- *Compressed Air 15 - 30 lbs add \$2.00 to all classifications
- *Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/03/2024

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

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 35.63	19.45
Group 2.....	\$ 37.48	19.45
Group 3.....	\$ 37.68	19.45
Group 4.....	\$ 38.43	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00,
15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.53	19.45
Group 2.....	\$ 37.73	19.45
Group 3.....	\$ 37.93	19.45
Group 4.....	\$ 38.68	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/03/2024

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 35.32	19.45
Group 2.....	\$ 37.38	19.45
Group 3.....	\$ 37.58	19.45
Group 4.....	\$ 38.33	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0220 Grubbing	46.000 ID	_____.	_____.
0004	204.0100 Removing Concrete Pavement	14,769.000 SY	_____.	_____.
0006	204.0120 Removing Asphaltic Surface Milling	839.000 SY	_____.	_____.
0008	204.0130 Removing Curb	14.000 LF	_____.	_____.
0010	204.0150 Removing Curb & Gutter	80.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	1,558.000 SY	_____.	_____.
0014	204.0185 Removing Masonry	0.600 CY	_____.	_____.
0016	204.0195 Removing Concrete Bases	20.000 EACH	_____.	_____.
0018	204.0210 Removing Manholes	13.000 EACH	_____.	_____.
0020	204.0215 Removing Catch Basins	12.000 EACH	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 01. 10-Inch	140.000 LF	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 02. 12-Inch	1,396.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 03. 15-Inch	82.000 LF	_____.	_____.
0028	204.9060.S Removing (item description) 01. Traffic Signals - W Lincoln Ave & W National Ave	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.9060.S Removing (item description) 02. Lighting Units	15.000 EACH	_____.	_____.
0032	204.9060.S Removing (item description) 03. Monotube Bases	4.000 EACH	_____.	_____.
0034	204.9165.S Removing (item description) 01. Concrete Steps	62.000 SF	_____.	_____.
0036	205.0100 Excavation Common	11,874.000 CY	_____.	_____.
0038	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	1,275.000 TON	_____.	_____.
0040	213.0100 Finishing Roadway (project) 01. 2110-03-71	1.000 EACH	_____.	_____.
0042	305.0120 Base Aggregate Dense 1 1/4-Inch	5,874.000 TON	_____.	_____.
0044	310.0110 Base Aggregate Open-Graded	15.000 TON	_____.	_____.
0046	311.0110 Breaker Run	9,070.000 TON	_____.	_____.
0048	320.0145 Concrete Base 8-Inch	155.000 SY	_____.	_____.
0050	415.0080 Concrete Pavement 8-Inch	11,764.000 SY	_____.	_____.
0052	415.4100 Concrete Pavement Joint Filling	13,798.000 SY	_____.	_____.
0054	416.0610 Drilled Tie Bars	366.000 EACH	_____.	_____.
0056	416.0620 Drilled Dowel Bars	240.000 EACH	_____.	_____.
0058	455.0605 Tack Coat	51.000 GAL	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	460.2000 Incentive Density HMA Pavement	70.000 DOL	1.00000	70.00
0062	460.6224 HMA Pavement 4 MT 58-28 S	99.000 TON	_____	_____
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	26.000 TON	_____	_____
0066	465.0125 Asphaltic Surface Temporary	67.000 TON	_____	_____
0068	520.8000 Concrete Collars for Pipe	1.000 EACH	_____	_____
0070	601.0105 Concrete Curb Type A	10.000 LF	_____	_____
0072	601.0110 Concrete Curb Type D	8.000 LF	_____	_____
0074	601.0319 Concrete Curb & Gutter 19-Inch	1,569.000 LF	_____	_____
0076	601.0331 Concrete Curb & Gutter 31-Inch	1,513.000 LF	_____	_____
0078	601.0407 Concrete Curb & Gutter 18-Inch Type D	10.000 LF	_____	_____
0080	601.0600 Concrete Curb Pedestrian	202.000 LF	_____	_____
0082	602.0410 Concrete Sidewalk 5-Inch	18,449.000 SF	_____	_____
0084	602.0505 Curb Ramp Detectable Warning Field Yellow	249.000 SF	_____	_____
0086	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	53.000 SF	_____	_____
0088	602.0815 Concrete Driveway 7-Inch	439.000 SY	_____	_____



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	602.0865 Concrete Driveway HES 7-Inch	241.000 SY	_____.	_____.
0092	602.1500 Concrete Steps	62.000 SF	_____.	_____.
0094	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	77.000 LF	_____.	_____.
0096	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	943.000 LF	_____.	_____.
0098	608.0515 Storm Sewer Pipe Reinforced Concrete Class V 15-Inch	363.000 LF	_____.	_____.
0100	611.0530 Manhole Covers Type J	5.000 EACH	_____.	_____.
0102	611.0648 Inlet Covers Type R	16.000 EACH	_____.	_____.
0104	611.2005 Manholes 5-FT Diameter	7.000 EACH	_____.	_____.
0106	611.8105 Adjusting Catch Basin Covers	1.000 EACH	_____.	_____.
0108	611.8110 Adjusting Manhole Covers	6.000 EACH	_____.	_____.
0110	611.8120.S Cover Plates Temporary	20.000 EACH	_____.	_____.
0112	612.0104 Pipe Underdrain 4-Inch	160.000 LF	_____.	_____.
0114	618.0100 Maintenance and Repair of Haul Roads (project) 01. 2110-03-71	1.000 EACH	_____.	_____.
0116	619.1000 Mobilization	1.000 EACH	_____.	_____.
0118	620.0300 Concrete Median Sloped Nose	510.000 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	624.0100 Water	58.000 MGAL	_____.	_____.
0122	625.0100 Topsoil	1,724.000 SY	_____.	_____.
0124	627.0200 Mulching	100.000 SY	_____.	_____.
0126	628.1104 Erosion Bales	25.000 EACH	_____.	_____.
0128	628.1504 Silt Fence	100.000 LF	_____.	_____.
0130	628.1520 Silt Fence Maintenance	100.000 LF	_____.	_____.
0132	628.1905 Mobilizations Erosion Control	2.000 EACH	_____.	_____.
0134	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	_____.	_____.
0136	628.7005 Inlet Protection Type A	18.000 EACH	_____.	_____.
0138	628.7010 Inlet Protection Type B	3.000 EACH	_____.	_____.
0140	628.7015 Inlet Protection Type C	27.000 EACH	_____.	_____.
0142	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0144	629.0210 Fertilizer Type B	1.400 CWT	_____.	_____.
0146	630.0200 Seeding Temporary	5.000 LB	_____.	_____.
0148	630.0500 Seed Water	5.000 MGAL	_____.	_____.
0150	631.0300 Sod Water	20.000 MGAL	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	631.1000 Sod Lawn	1,767.000 SY	_____.	_____.
0154	637.2210 Signs Type II Reflective H	227.710 SF	_____.	_____.
0156	637.2230 Signs Type II Reflective F	4.000 SF	_____.	_____.
0158	638.2102 Moving Signs Type II	19.000 EACH	_____.	_____.
0160	638.2602 Removing Signs Type II	51.000 EACH	_____.	_____.
0162	638.3000 Removing Small Sign Supports	22.000 EACH	_____.	_____.
0164	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0166	643.0300 Traffic Control Drums	30,292.000 DAY	_____.	_____.
0168	643.0420 Traffic Control Barricades Type III	10,261.000 DAY	_____.	_____.
0170	643.0500 Traffic Control Flexible Tubular Marker Posts	17.000 EACH	_____.	_____.
0172	643.0600 Traffic Control Flexible Tubular Marker Bases	17.000 EACH	_____.	_____.
0174	643.0705 Traffic Control Warning Lights Type A	20,522.000 DAY	_____.	_____.
0176	643.0715 Traffic Control Warning Lights Type C	5,216.000 DAY	_____.	_____.
0178	643.0800 Traffic Control Arrow Boards	307.000 DAY	_____.	_____.
0180	643.0900 Traffic Control Signs	45,307.000 DAY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	643.0920 Traffic Control Covering Signs Type II	12.000 EACH	_____.	_____.
0184	643.1000 Traffic Control Signs Fixed Message	227.250 SF	_____.	_____.
0186	643.1050 Traffic Control Signs PCMS	28.000 DAY	_____.	_____.
0188	643.3105 Temporary Marking Line Paint 4-Inch	1,622.000 LF	_____.	_____.
0190	643.3150 Temporary Marking Line Removable Tape 4-Inch	2,845.000 LF	_____.	_____.
0192	643.3205 Temporary Marking Line Paint 8-Inch	168.000 LF	_____.	_____.
0194	643.3250 Temporary Marking Line Removable Tape 8-Inch	310.000 LF	_____.	_____.
0196	643.3805 Temporary Marking Stop Line Paint 18-Inch	15.000 LF	_____.	_____.
0198	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0200	644.1430 Temporary Pedestrian Surface Plate	1,026.000 SF	_____.	_____.
0202	644.1601 Temporary Pedestrian Curb Ramp	1,048.000 DAY	_____.	_____.
0204	644.1605 Temporary Pedestrian Detectable Warning Field	216.000 SF	_____.	_____.
0206	644.1810 Temporary Pedestrian Barricade	8,237.000 LF	_____.	_____.
0208	645.0111 Geotextile Type DF Schedule A	89.000 SY	_____.	_____.
0210	645.0120 Geotextile Type HR	50.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	645.0220 Geogrid Type SR	15,116.000 SY	_____.	_____.
0214	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	5,275.000 LF	_____.	_____.
0216	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	1,026.000 LF	_____.	_____.
0218	646.5020 Marking Arrow Epoxy	31.000 EACH	_____.	_____.
0220	646.5120 Marking Word Epoxy	1.000 EACH	_____.	_____.
0222	646.5220 Marking Symbol Epoxy	22.000 EACH	_____.	_____.
0224	646.6120 Marking Stop Line Epoxy 18-Inch	245.000 LF	_____.	_____.
0226	646.7120 Marking Diagonal Epoxy 12-Inch	61.000 LF	_____.	_____.
0228	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,603.000 LF	_____.	_____.
0230	646.8120 Marking Curb Epoxy	70.000 LF	_____.	_____.
0232	646.8220 Marking Island Nose Epoxy	14.000 EACH	_____.	_____.
0234	646.9000 Marking Removal Line 4-Inch	495.000 LF	_____.	_____.
0236	646.9002 Marking Removal Line 6-Inch	120.000 LF	_____.	_____.
0238	646.9100 Marking Removal Line 8-Inch	92.000 LF	_____.	_____.
0240	650.4000 Construction Staking Storm Sewer	24.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0242	650.4500 Construction Staking Subgrade	3,724.000 LF	_____.	_____.
0244	650.7000 Construction Staking Concrete Pavement	3,724.000 LF	_____.	_____.
0246	650.8501 Construction Staking Electrical Installations (project) 01. 2110-03-71	1.000 EACH	_____.	_____.
0248	650.9000 Construction Staking Curb Ramps	19.000 EACH	_____.	_____.
0250	650.9500 Construction Staking Sidewalk (project) 01. 2110-03-71	1.000 EACH	_____.	_____.
0252	650.9911 Construction Staking Supplemental Control (project) 01. 2110-03-71	1.000 EACH	_____.	_____.
0254	650.9920 Construction Staking Slope Stakes	3,724.000 LF	_____.	_____.
0256	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	2,478.000 LF	_____.	_____.
0258	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,732.000 LF	_____.	_____.
0260	652.0605 Conduit Special 2-Inch	160.000 LF	_____.	_____.
0262	653.0135 Pull Boxes Steel 24x36-Inch	8.000 EACH	_____.	_____.
0264	653.0140 Pull Boxes Steel 24x42-Inch	11.000 EACH	_____.	_____.
0266	653.0905 Removing Pull Boxes	9.000 EACH	_____.	_____.
0268	654.0101 Concrete Bases Type 1	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	654.0102 Concrete Bases Type 2	2.000 EACH	_____.	_____.
0272	654.0105 Concrete Bases Type 5	14.000 EACH	_____.	_____.
0274	654.0110 Concrete Bases Type 10	1.000 EACH	_____.	_____.
0276	654.0113 Concrete Bases Type 13	1.000 EACH	_____.	_____.
0278	654.0120 Concrete Bases Type 10-Special	2.000 EACH	_____.	_____.
0280	655.0230 Cable Traffic Signal 5-14 AWG	573.000 LF	_____.	_____.
0282	655.0240 Cable Traffic Signal 7-14 AWG	879.000 LF	_____.	_____.
0284	655.0260 Cable Traffic Signal 12-14 AWG	1,194.000 LF	_____.	_____.
0286	655.0270 Cable Traffic Signal 15-14 AWG	1,271.000 LF	_____.	_____.
0288	655.0320 Cable Type UF 2-10 AWG Grounded	1,322.000 LF	_____.	_____.
0290	655.0515 Electrical Wire Traffic Signals 10 AWG	2,351.000 LF	_____.	_____.
0292	655.0610 Electrical Wire Lighting 12 AWG	2,292.000 LF	_____.	_____.
0294	655.0625 Electrical Wire Lighting 6 AWG	7,272.000 LF	_____.	_____.
0296	655.0900 Traffic Signal EVP Detector Cable	1,439.000 LF	_____.	_____.
0298	657.0100 Pedestal Bases	6.000 EACH	_____.	_____.
0300	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	15.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	657.0310 Poles Type 3	2.000 EACH	_____.	_____.
0304	657.0322 Poles Type 5-Aluminum	13.000 EACH	_____.	_____.
0306	657.0350 Poles Type 10	1.000 EACH	_____.	_____.
0308	657.0352 Poles Type 10-Special	1.000 EACH	_____.	_____.
0310	657.0405 Traffic Signal Standards Aluminum 3.5-FT	2.000 EACH	_____.	_____.
0312	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	_____.	_____.
0314	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH	_____.	_____.
0316	657.0530 Monotube Arms 30-FT	1.000 EACH	_____.	_____.
0318	657.0546 Monotube Arms 45-FT-Special	1.000 EACH	_____.	_____.
0320	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	2.000 EACH	_____.	_____.
0322	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	15.000 EACH	_____.	_____.
0324	657.0810 Luminaire Arms Steel 10-FT	1.000 EACH	_____.	_____.
0326	657.0815 Luminaire Arms Steel 15-FT	1.000 EACH	_____.	_____.
0328	658.0173 Traffic Signal Face 3S 12-Inch	12.000 EACH	_____.	_____.
0330	658.0174 Traffic Signal Face 4S 12-Inch	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0332	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH	_____.	_____.
0334	658.5070 Signal Mounting Hardware (location) 01. W Lincoln Ave & W National Ave	1.000 EACH	_____.	_____.
0336	659.1125 Luminaires Utility LED C	21.000 EACH	_____.	_____.
0338	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	45.000 EACH	_____.	_____.
0340	690.0150 Sawing Asphalt	625.000 LF	_____.	_____.
0342	690.0250 Sawing Concrete	1,507.000 LF	_____.	_____.
0344	715.0720 Incentive Compressive Strength Concrete Pavement	3,529.000 DOL	1.00000	3,529.00
0346	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,200.000 HRS	5.00000	6,000.00
0348	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,200.000 HRS	5.00000	21,000.00
0350	SPV.0060 Special 01. Catch Basin Special	14.000 EACH	_____.	_____.
0352	SPV.0060 Special 02. Storm Sewer Reconnect	13.000 EACH	_____.	_____.
0354	SPV.0060 Special 03. Round Steel Sign Post System	36.000 EACH	_____.	_____.
0356	SPV.0060 Special 06. Water Service Reconnect, 6- Inch	1.000 EACH	_____.	_____.
0358	SPV.0060 Special 07. Water Service Reconnect, 8- Inch	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0360	SPV.0060 Special 08. Hydrant	7.000 EACH	_____.	_____.
0362	SPV.0060 Special 09. Water Main Valve, 8-Inch	4.000 EACH	_____.	_____.
0364	SPV.0060 Special 10. Water Main Valve, 12-Inch	3.000 EACH	_____.	_____.
0366	SPV.0060 Special 11. Water Main Connection, 8-Inch	3.000 EACH	_____.	_____.
0368	SPV.0060 Special 12. Water Main Connection, 8-Inch Straight	1.000 EACH	_____.	_____.
0370	SPV.0060 Special 13. Water Main Connection, 12-Inch	2.000 EACH	_____.	_____.
0372	SPV.0060 Special 14. Water Main Connection, 12-Inch Straight	1.000 EACH	_____.	_____.
0374	SPV.0060 Special 15. Water Main Connection, 97th	1.000 EACH	_____.	_____.
0376	SPV.0060 Special 16. Air Release Assembly, 1.5-Inch	1.000 EACH	_____.	_____.
0378	SPV.0060 Special 17. Adjust Water Valve Box	17.000 EACH	_____.	_____.
0380	SPV.0060 Special 18. Sanitary Manhole Abandonment	2.000 EACH	_____.	_____.
0382	SPV.0060 Special 19. Internal Sanitary Manhole Seal	10.000 EACH	_____.	_____.
0384	SPV.0060 Special 20. Sanitary Manhole Frame with Solid Gasketed Lid	10.000 EACH	_____.	_____.
0386	SPV.0060 Special 21. Adjust Sanitary Manhole Frame	10.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0388	SPV.0060 Special 22. APS Push Button System, 10 Buttons, W Lincoln Ave & W National Ave	1.000 EACH	_____.	_____.
0390	SPV.0060 Special 23. Salvage and Reinstall EVP System, W Lincoln Ave & W National Ave	1.000 EACH	_____.	_____.
0392	SPV.0060 Special 24. Vehicle Video Detection System, W Lincoln Ave & W National Ave (4 Camera)	1.000 EACH	_____.	_____.
0394	SPV.0060 Special 25. Reinstalling Monotube Assembly	2.000 EACH	_____.	_____.
0396	SPV.0060 Special 26. Communications Vault Adjustment	1.000 EACH	_____.	_____.
0398	SPV.0060 Special 27. Utility Line Opening (ULO)	10.000 EACH	_____.	_____.
0400	SPV.0060 Special 28. Plug & Air Vent Assembly	1.000 EACH	_____.	_____.
0402	SPV.0060 Special 29. Existing Traffic Signal Cabinet with New Controller and MMU	1.000 EACH	_____.	_____.
0404	SPV.0060 Special 30. Salvage Wheel Stops	2.000 EACH	_____.	_____.
0406	SPV.0090 Special 01. Water Main Relay, 8-Inch	485.000 LF	_____.	_____.
0408	SPV.0090 Special 02. Water Main Relay, 12-Inch	1,551.000 LF	_____.	_____.
0410	SPV.0090 Special 03. Water Service, 1-Inch	780.000 LF	_____.	_____.
0412	SPV.0090 Special 04. Water Service, 1.5-Inch	67.000 LF	_____.	_____.
0414	SPV.0090 Special 05. Water Service, 2-Inch	23.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211013 Project(s): 2110-03-71, 2110-03-72

Federal ID(s): WISC 2025312, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0416	SPV.0090 Special 06. Sanitary Sewer Relay, SDR 35 PVC SP, 8-Inch	1,150.000 LF	_____.	_____.
0418	SPV.0090 Special 07. Building Sanitary Sewer, 6-Inch	762.000 LF	_____.	_____.
0420	SPV.0090 Special 08. 6-Inch PVC Storm Sewer Lateral	336.000 LF	_____.	_____.
0422	SPV.0090 Special 09. 8-Inch PVC Storm Sewer Lateral	44.000 LF	_____.	_____.
0424	SPV.0090 Special 10. Concrete Curb and Gutter 67-Inch	1,995.000 LF	_____.	_____.
0426	SPV.0090 Special 11. Concrete Curb Special	20.000 LF	_____.	_____.
0428	SPV.0165 Special 01. High Friction Green Surfacing	4,902.000 SF	_____.	_____.
0430	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	15.000 SY	_____.	_____.
0432	SPV.0180 Special 02. Remove and Replace Decorative Stone Mulch	68.000 SY	_____.	_____.
0434	SPV.0200 Special 01. Sanitary Manhole, 48-Inch Diameter	121.000 VF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

February 4, 2025

NOTICE TO ALL CONTRACTORS:

Proposal #13: 2110-03-71, WISC 2025312
C West Allis, W Lincoln Avenue
S 93rd St to S 96th St
Local Street
Milwaukee County

2110-03-72
C West Allis, W Lincoln Avenue
S 93rd St to S 96th St
Local Street
Milwaukee County

Letting of February 11, 2025

This is Addendum No. 01, which provides for the following:

Special Provisions:

Added Special Provisions	
Article No.	Description
67	Notice to Contractor – On-Site Crushing (Identifies on-site crushing of existing pavement will not be allowed)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

2110-03-71/72

February 4, 2025

Special Provisions

67. Notice to Contractor – On-Site Crushing.

On-site crushing of existing pavement will not be allowed.

END OF ADDENDUM